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The Solicitors' Journal.

LONDON, MAY 2, 1868.

ON TUESDAY the Court of Common Pleas granted a rule *nisi*, which raises a question of considerable importance to country attorneys. The action, *Bell* v. *Aitken and Others*, was for the alleged infringement of a patent, and like most patent cases was one of considerable importance, and one that would necessarily take much time to try. The cause was in the paper for trial at the Middlesex sittings, after Trinity Term, 1865, but as it could not then be reached was made a remanet. Ultimately, it was tried by a special jury at the sittings after Michaelmas Term, 1866, when the defendants obtained the verdict, no less than fifteen witnesses being examined in support of their case, which chiefly rested on a denial of any novelty in the invention. On both these occasions the country attorney attended in court, but on taxation the master disallowed to the defendants the two items of twelve and fifteen guineas for such attendances, while allowing the fee of the London agent. The country attorney lived in Cheshire, and of the defendant's fifteen witnesses all but two came from that county or from Lancashire; and Mr. Rowcliffe, the London agent, stated in his affidavit that the country attorney had examined all these witnesses before trial, and that in his opinion it was essential to the safe conduct of the defendant's case that he should be present at the trial. In all these cases of the allowance or disallowance of costs, the Courts are very unwilling to interfere if the master has exercised a discretion on the facts before him; and their reluctance to do so is not unreasonable, when we consider how necessary it is for the convenient administration of justice that the Courts should be able to delegate to some subordinate officer the decision of these constantly occurring matters of detail. The cases of *Parslow* v. *Foy*, 2 Dowl. 181, and *Archer* v. *March*, 7 Dowl. 541, are authorities that the particular question in this case was within the master's discretion; though in a very similar case, viz., *Madison* v. *Bacon*, 5 Bing. N.C. 246, the Court ordered a review of the taxation, apparently on the ground that the master in disallowing such costs to the defendant had acted on a wrong principle—viz., on the sole ground that the defendant called no witnesses. In the present case we may observe that it was for the convenience of the plaintiff that the cause was tried in Middlesex and not in Cheshire, and probably, the presence of the country attorney at the trial was even more necessary than that of the London agent; it is therefore difficult to see on what principle the master could have disallowed his costs. It was stated, on the application to the Court, that the masters had met and agreed not to allow such costs in any case, and if so, of course, no discretion was exercised. If this be true, we can only say that, though a general rule to that effect may save the masters the trouble of exercising their discretion, it would work injustice in many cases, and we cannot believe that the Court will support it. We shall briefly recur to the subject when the rule *nisi* is disposed of.

Mr. COMMISSIONER GOULBURN is seriously ill, and unable to appear in the Bankruptcy Court.

THE ADVOCATES of the abolition of capital punishment, believing honestly that their view of the question is the correct one, cling to it with praiseworthy persistency. Admitting, however, the question to be purely one of expediency, we must own that we have not yet heard from them reasons sufficient to induce us to approve of the abolition which they propose. The objections adduced by Mr. Gilpin in support of the amendment moved by him last week related not so much to the general expediency of capital punishment as to its injustice or hardship in particular cases, and these objections again were supported not so much by argument as by modern instances. Whatever be the crime or its punishment, the punitive machinery must ever work hardship in some few cases: that is one of the many modes in which the sins of the guilty injure the community at large. If this evil were of such dimensions as to outweigh the counter-advantage resulting from the system of punishment, it would indeed be time to abolish, or at any rate remodel, the sanction attached to the crime, but we are far from believing that, as regards capital punishment, the balance is on that side.

Mr. Gilpin laid some stress upon the argument that the punishment of death is irrevocable, even though the innocence of the convict should be afterwards established. The case of Pelizzioni, adduced by him, hardly supports his argument, for in that case, with the law as it now stands, the convict was set at liberty. But dealing with this objection on general grounds, the question is simply as to the balance of expediency. We admit that there may be, and have been, cases in which innocent men have been convicted and hung, and their innocence subsequently established; but we believe that these cases are, at any rate of modern times, happily very rare; at any rate not even a *primâ facie* case has been made out for believing the contrary. In Mr. Gilpin's speech this objection is followed, somewhat singularly, as we think, by the argument that, owing to the existence of capital punishment, juries occasionally shrink from convicting even the guilty. Upon this point again the query must be, how does the balance of expediency stand? If it be shown that juries shrink from inflicting capital punishment, to an extent which causes a great amount of capital crime to go unpunished, then the question should certainly receive fair consideration, but, except in the case of infanticide, which demands, in our opinion, a special separate consideration, we have yet to learn that this is so.

But little evidence has been adduced on either side of this question as to the effect of the exemption from capital punishment in those countries in which it has been abolished. Mr. Gregory, however, stated that in Switzerland and Tuscany reports showed that the change had been followed by a marked increase of crime. We believe, for our own part, that capital punishment does operate with a powerful deterrent effect, and it appears to us that the abolitionists overlook the inducement which the accomplishment of their wishes would afford to criminals of certain classes to add murder to a previous crime in order to escape detection by destroying all evidence. Aggravated rapes, highway robberies with violence, and other crimes, must necessarily be punished with very long periods of penal servitude, if not with penal servitude for life. Abolish hanging, and you offer a powerful inducement to the criminal to attempt the destruction of the evidence against him by adding to the previous crime the murder of his unhappy victim.

We have not noticed Mr. Mill's observation that penal servitude with hard labour for life is a more cruel punishment than death, because we think that the question must be decided upon other grounds than this. But we agree with Mr. Mill as to the effect of the liability to capital punishment upon the criminal classes, and would recommend those who interest themselves in this subject to read his speech, especially the latter portion. "While there is life there is hope" is a saying

which applies to criminals as well as to ordinary men and women, and if perpetual imprisonment were once substituted for capital punishment, nothing could avail to annihilate the impression that something or other would one day turn up, and the punishment come to an end; and then the very sting of the penalty would be annihilated.

A CASE WHICH lately came before the Court of Queen's Bench in Ireland, and which we report in another column, is worth the perusal of every one who contemplates insuring his life for the benefit of those who are to come after him. There is a great competition now-a-days for every man's assurance, and life offices vie one with another in setting forth the advantages resulting to the assured from patronising their own particular concerns—small premiums, large participation in profits, prompt settlement of claims, complete security, &c., &c., are placarded and paraded before our eyes. While the custom is yet to be secured, all is obsequiousness and promises, but when the turn comes, and the company is called on to pay the money assured, a change not unfrequently takes place, and the company now shows as much reluctance to fulfil its contract as it once showed eagerness to enter into it. Every possible pretext for delay is made use of and every proceeding taken which can throw expense upon the claimants. Too often this vexatious policy results in poor or timid claimants submitting to disadvantageous compromises rather than incur the risk or delay of litigation.

There are, we are glad to say, many companies who do not stoop to such devices, who cannot afford to endanger a high reputation, and every assurer should think twice before he yields to the attractions of a low premium or any other glittering bait, for which his widow and children may pay dearly when he is gone.

In the case to which we allude a gentleman insured his life thirty-five years ago in the "European Life Assurance and Annuity Company." That Company handed over its business to the "People's Provident Society," which afterwards transformed itself into the "European Assurance Society." The companies pocketted the premiums for thirty-five years, and when the life dropped and payment was requested, instead of a prompt settlement, the claimants were met with excuses.—The Irish probate must be resealed in England though the policy was effected there, and other delays were interposed, until the plaintiff, the widow and executrix, was driven to law. A writ was accordingly issued against Sir Frederick Smith, K.H., F.R.S., the chairman of the "European Assurance Society": the writ however described him as a director of the "European Life Assurance and Annuity Company," with which the policy was effected: no objection was taken to this when the writ was served at the London office of the "European Life Assurance Society," but subsequently that society attempted to create more delay by objecting that Sir Frederick Smith was not a director of the "European Life Assurance and Annuity Society." There was no possible doubt about the fact that the company of which Sir Frederick Smith was chairman was the company to pay the money, and there had never been any reluctance to receive the premiums, and the Lord Chief Justice, and Justices Fitzgerald and George, stigmatising the defence as embarrassing, evasive, and unsatisfactory, ordered it to be set aside, with costs. While marking the conduct of the company with comments of deserved severity, the Court exonerated Sir Frederick Smith from blame, observing that they were quite sure that he was unaware of the abuse which had been made of his name. Assuming, however (and we believe it to be true), that this gentleman did not know of what was going on in his name in the company of which he was chairman, this only changes his fault from a sin of commission to one of omission; it was his duty to know what went on, and if he did not know what went on, and did not mean to discharge the duties of his position, he had better not have assumed them. This case shows two things,—Firstly, how vexatiously an insurance company can behave; and secondly, the small value, as a practical guarantee, of a high-sounding name at the head of a company.

ON THURSDAY LAST Mr. Keane, Q.C., applied to the Court of Queen's Bench, on the part of Dr. Hardwicke, one of the unsuccessful candidates at the late contest for the office of coroner for West Middlesex, for a *quo warranto*, the return of Dr. Diplock, the successful candidate, being disputed. Dr. Diplock polled fifty-seven freeholders more than Dr. Hardwicke, but it was now contended that about fifty of Dr. Diplock's freeholders showed no freehold at all; that some 300 of them were merely holders of graves, and as such were not freeholders, and that the number also included some hundreds of watermen who claimed to be freeholders as "free watermen."

The Court granted a rule *nisi*.

WHILE ALTERATIONS of the marriage laws have been canvassed in England, it appears that events which have occurred in India have rendered it very desirable that the Hindú marriage laws administered by the law courts of British India should receive a reconsideration. The similarity between the two cases ends, however, here: the question at issue between the advocates and opponents of marriage law reform in England relates to the wife's rights over property; in India legislation will have to deal with the question of the validity of marriages, their dissolution, and the consequent attitude of the laws of inheritance.

An interesting paper upon this subject has been lately written by Mr. W. C. Bonnerjee, Barrister at-Law.*

The first case dealt with by him is the position as to marriage and its consequences of a sect of religionists called Brahmos. These, according to the writer's account, are a sect of, so to speak, independent religious reformers, who have now attained considerable numbers in India, especially in Bengal, and of whom the writer informs us "that they have extracted from the Védás of the ancient Hindús such tenets as uphold the belief in a one living and true God, rejecting all that in any way savours of polytheism, idolatry, and all the other articles of faith of the great majority of their countrymen who are not Mahommedans, Christians, Parsees, or Jews. They rigorously follow their doctrines, and so impatient are they to break away from the customs prevalent amongst those of their countrymen who are neither Mahommedans, Christians, Parsees, nor Jews, that they have done away with the old ceremonies of marriage and invented new ones in their stead." The question then is, is there any law under which these marriages can be recognised by the Indian Courts, so. for instance, as to legitimatise the issue and entitle them to inheritance in cases of intestacy? This question seems to depend upon another, viz:—Whether the religion of these Brahmos can be regarded as that of the Hindús, for it certainly is not either Christian, Mohammedan, Parsee or Jew. The Indian Courts are no strangers to questions arising out of the technicalities of Oriental regions. If the answer be, as Mr. Bonnerjee appears to think that it must be, in the negative, then it follows that the Brahmo marriages are not recognisable by the Indian Courts, and, to use the words of Sir R. Palmer in his argument in *Abraham* v. *Abraham*, 9 Mocre, 220, "the Hindú law of inheritance cannot apply to them, for such law is part and parcel of the Hindú religion, and cannot be separated from it."

Since Mr. Bonnerjee's paper was read it appears that the Advocate-General of Bengal, having given an opinion against the validity of these marriages, it is in contemplation to introduce a bill in the Bengal Legisla-

* "Reform of the Hindú Marriage Laws." A paper read at a meeting held on the 26th of November, 1867, and reprinted from the Journal of the East India Association. By W. C. BONNERJEE. London: Macmillan & Co.

tive Council for their legalisation; but the writer considers that if the Indian marriage laws are to be made the subject of legislation, they should be re-considered in all their bearings by a Royal Commission, and subjected to an entire legislative revision.

Accordingly, he instances two subjects upon which, according to his view, and he certainly seems a competent authority, there is considerable urgency for some amelioration. One of these consists in the conditions which arise when a Hindú renounces his old religion to become a Christian; the other relates to the position of Hindús who lose caste by visiting Europe, and afterwards return to their old country. We have not space at our command to enter into these questions, and must refer the reader, who may feel interested to Mr. Bonnerjee's pamphlet, which is written with an evident familiarity with the subject, and contains a very interesting account of these important questions arising out of the Hindú marriage laws.

In *Scott* v. *The Justices of Wolverhampton*, the case respecting a certain publication known as the "Confessional Unmasked," the Court of Queen's Bench have upheld the conviction by the justices. The magistrates found that the publication was obscene and mischievous, and also a fit subject for indictment. The Recorder of Wolverhampton thought that the book was obscene and mischievous, but thought that it was not indictable, as being issued with *bonâ fide* motives.

So far as this particular publication is concerned, most people will rejoice that it is to be now suppressed, but it is to be wished that the Court had taken time to deliver well-considered written judgments.

The rule nisi for a *mandamus* directed to the Bishop of London, commanding him to hear a charge brought against the Rev. Mr. Bennett, of Frome, and to determine whether a commission of inquiry should issue under the hand and seal of the bishop, under the Church Discipline Act, was on Wednesday last made absolute, no counsel appearing to oppose. It will be in the recollection of our readers that the charge against Mr. Bennett consists in certain passages respecting the Doctrine of the Presence, contained in a publication published within the diocese of London.

The argument in the *cause celebre* of *Lyons* v. *Home*, before Vice-Chancellor Giffard, was concluded yesterday morning, when the Court reserved judgment, hoping, he said, to deliver it early next Term. In this case there has been an enormous complication, and some contradiction, of evidence; and we are sorry to see that the *Law Times* has this week printed an article, anticipating a particular decision; we cannot sufficiently regret that a legal contemporary, of all others, should have thought fit to make such remarks upon a case as yet *sub judice*.

Mr. Quain, Q.C., and Professor Montague Bernard have been elected Examiners in Law and Legislation for the University of London for the year 1868-9.

THE DEFECTS OF LIMITED LIABILITY.

Not very long ago joint-stock companies and their misfeasances were in everybody's mouth and in the columns of every newspaper. Latterly other and more popular topics have occasioned the subject to be shelved until some new downfall in the joint-stock world, or some new attempt at joint-stock legislation, shall be the means of its being aired again. We are, however, tempted to anticipate such occasion, and to recur to the subject, *apropos* of a pamphlet* recently penned by Mr. A. Houston, LL.D., sometime Whately Professor of Political Economy in the University of Dublin.

There is a vast amount of abuse connected with joint-stock undertakings; for instance, there is what we may really call the "system" of misrepresentation, under which so many false prospectuses and so forth are issued," the system of what are called "wrecking petitions," &c., besides the grand fact that such a large number of companies annually fail as commercial undertakings, and undergo the process of winding-up, to the detriment most certainly of their shareholders, and probably of the creditors. Mr. Houston takes the last of these texts, and inquires what is the reason that so many companies fail. If a company after being duly incorporated, finds, after existing for a while, that it cannot keep its head above water, it is obvious that one of two events must have happened, either the concern must have been unsound *ab initio*, ricketty from its birth, or must have declined subsequently. Mr. Houston accordingly attributes the failure of joint stock companies to

1. "The dangerous facility afforded by the present state of the law to dishonest and designing persons for carrying out" (? promoting) "undertakings which are essentially unsound, predestinated to hopeless failure from their inception, and moribund at the very moment of their birth." And

2. The subsequent mismanagement of the concerns, which he refers to the immunity from loss enjoyed by the promoters and directors.

Mr. Houston's suggestion for the cure of these evils is one, which to a certain small extent has, since the first promulgation of his paper, been adopted in the late Companies Act of 1867.

His paper was originally read before the Dublin Statiscal and Social Inquiry Society in 1867, and subsequently to this, the principle of unlimited directors' liability, upon which Mr. Houston insists, was considered by Mr. Watkins' Select Committee, and in pursuance of their recommendation the Companies Act, 1867, authorized new companies to be formed, and old companies to be recast into companies with unlimited directors' liability, on the *societe en commandite* principle; but the Act only *permitted*, and did not *enjoin*, the adoption of this principle. Mr. Houston observes, and with reason, that so long as the liability of directors is to be made unlimited, only at the *option* of the promoters of the company, it is in the nature of things unlikely that they should, of their own free will, run their heads into the noose of unlimited liability. And the event has shown that the provisions of the Companies Act, 1867, in this respect, have remained practically a dead letter. The *adoption* of the *societe en commandite* principle by existing companies should, of course, be in their option; but, as regards new concerns, if the principle be worth anything, its optional adoption means simply nothing, and it must either be made compulsory, or it never will obtain at all. Mr. Houston therefore proposes that no new company should be formed with limited directors' liability, unless sanctioned by a private Act of Parliament, or approved by a board, to be constituted for the investigation of the prospects of new companies.

With regard to the proposed exceptions, we do not think that it would be advisable to multiply private Acts for joint-stock companies, and as regards the constitution of a board such as that proposed the difficulties appear to us insuperable. It is not easy to see what means other than the most arbitrary of arbitrary discretions such a board could employ in considering whether or no any concern might be allowed to start in life with limited directors' liability. The decision would purport to be based upon some actual valuation of future prospects. But we must bear in mind the insuperable difficulties in the way of obtaining any reliable valuation of the kind. In practice, one of three events would probably happen. Either (1) the board, in despair of trustworthy grounds for indulgence, would, with scarcely an exception, invariably refuse

* "Suggestions for improving the Constitution and Management of Joint-Stock Companies." Dublin: W. McGee & Co.

which applies to criminals as well as to ordinary men and women, and if perpetual imprisonment were once substituted for capital punishment, nothing could avail to annihilate the impression that something or other would one day turn up, and the punishment come to an end; and then the very sting of the penalty would be annihilated.

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2. The subsequent mismanagement of the concerns, which he refers to the immunity from loss enjoyed by the promoters and directors.

Mr. Houston's suggestion for the cure of these evils is one, which to a certain small extent has, since the first promulgation of his paper, been adopted in the late Companies Act of 1867.

His paper was originally read before the Dublin Statiscal and Social Inquiry Society in 1867, and subsequently to this, the principle of unlimited directors' liability, upon which Mr. Houston insists, was considered by Mr. Watkins' Select Committee, and in pursuance of their recommendation the Companies Act, 1867, authorized new companies to be formed, and old companies to be recast into companies with unlimited directors' liability, on the *societe en commandite* principle; but the Act only *permitted*, and did not *enjoin*, the adoption of this principle. Mr. Houston observes, and with reason, that so long as the liability of directors is to be made unlimited, only at the *option* of the promoters of the company, it is in the nature of things unlikely that they should, of their own free will, run their heads into the noose of unlimited liability. And the event has shown that the provisions of the Companies Act, 1867, in this respect, have remained practically a dead letter. The *adoption* of the *societe en commandite* principle by existing companies should, of course, be in their option; but, as regards new concerns, if the principle be worth anything, its optional adoption means simply nothing, and it must either be made compulsory, or it never will obtain at all. Mr. Houston therefore proposes that no new company should be formed with limited directors' liability, unless sanctioned by a private Act of Parliament, or approved by a board, to be constituted for the investigation of the prospects of new companies.

With regard to the proposed exceptions, we do not think that it would be advisable to multiply private Acts for joint-stock companies, and as regards the constitution of a board such as that proposed the difficulties appear to us insuperable. It is not easy to see what means other than the most arbitrary of arbitrary discretions such a board could employ in considering whether or no any concern might be allowed to start in life with limited directors' liability. The decision would purport to be based upon some actual valuation of future prospects. But we must bear in mind the insuperable difficulties in the way of obtaining any reliable valuation of the kind. In practice, one of three events would probably happen. Either (1) the board, in despair of trustworthy grounds for indulgence, would, with scarcely an exception, invariably refuse

* "Suggestions for improving the Constitution and Management of Joint-Stock Companies." Dublin: W. McGee & Co.

to certify for limited directors' liability, in which case the board would be merely a useless drain on the public purse; or (2) its certificate would issue almost as a matter of form upon furnishing certain formal evidence and affidavits made by sanguine temperaments, in which case not only the board, but the Act introducing the compulsory liability, would be useless; or (3) if the board committed itself to no fixed policy, it would probably act upon a purely arbitrary discretion, which would convert its decisions into a mere lottery, give rise to unlimited heart-burnings and suspicions of undue partiality, and add one more to the contingencies upon which stockjobbers speculate. It appears, then, that if the *societé en commandite* principle is to be introduced in England, that can only be properly effected by making its adoption compulsory upon all new companies.

Is it desirable that the liability of directors and promoters should be compulsorily unlimited? So far as initiation of companies is concerned, the idea has very much to recommend it. The professed company-mongers only know how many concerns have been floated (often by the aid of the so-called financial or "credit" companies) which never could have succeeded—which were never intended to succeed. Unlimited promoters' and directors' liability would strike a shrewd blow at the concoction of such schemes as these. The promoter of a bubble company usually finds little difficulty in persuading some tolerably well-known man to come forward on the directory of the new scheme, but if the contemplating director knew that he thereby bound up the fortunes of the concern with his own to the extent of an unlimited liability, it would take some far more cogent persuasion to induce him to lend his name to the alluring invitations of a prospectus.

As regards the management of companies, the unlimited liability of directors would, by binding up their fortunes with those of the company, be some guarantee that they would do their best as its managers. But it may be suggested on the other hand that if this were made the law, many men of valuable experience and skill would refuse to become directors at all. Upon this issue, it appears to us, the question has to be decided, but we may remark with Mr. Houston, that the reason does not appear, why men should shrink from a risk which they are willing to run in the case of an ordinary partnership.

With regard to the manner in which shares are taken up in new concerns, we agree with Mr. Houston that the public cannot, from the nature of things, be expected to be able to judge accurately of the prospects of undertakings formed to carry on all kinds of business in every quarter of the globe, but at the same time we think that the public who take up newly created shares might, and ought to use, a great deal more caution than they actually do.

Mr. Houston further suggests a plan which has since been canvassed in relation to railway companies; he proposes that each company should comprise, in addition to the board of directors, a supplementary committee of shareholders, endowed with full and free access to everything except the actual meetings of the directors—in fact a permanent committee of scrutiny and investigation with power at any time to call for an explanation, and, on failure of receiving a satisfactory one, to call a meeting of the company. Such a committee would, Mr. Houston thinks, prove a salutary check on the directors, and would also be a useful nursery whence vacancies in the board might be filled up. There are many *pros* and *cons* as to such a proposal as this, and it is one which cannot properly be judged except by experience. For ourselves we doubt whether a company could, with advantage, be so divided, as it were, against itself.

The management of joint stock companies presents a problem of antagonistic exigencies. We want to bestow on the shareholder every possible means of scrutiny over his managers, and yet we know that the managers must be to a great extent unfettered, or it will be simply impossible for them to carry on the concern. It would be impossible to conduct any business, much more such a business as banking or insurance, with the shareholders prying and poking about everywhere.

And yet in the irresponsibility of directors lies, we believe, the chief cause of their shortcomings. Apart from the regulations of particular companies, the affairs and accounts of most of them are inevitably so complicated and uninviting that not one man in a thousand could make anything of them unless his time was specially devoted to them. Hence it is that the managers of such concerns enjoy a practical irresponsibility. For very many men irresponsibility proves too great a temptation, and men who are elsewhere honest are unable to resist the joint-stock atmosphere.

We cannot hope, in the face of these conflicting requirements, to render the mismanagement of companies impossible, but we may do what we can towards rendering it more improbable, and certainly do something to protect ourselves against the creation of bubble companies. The experiment of adopting the French system as regards the directors' and promoters' liability is worth trying, but, as we have said, it cannot be said to have been tried as yet. It would also, we believe, be an improvement on the present system if companies were prohibited from purchasing their own shares unless fully paid up, seeing that the security of creditors is thereby diminished to the extent of the capital remaining unpaid upon the shares so purchased. Another alteration which we should recommend has reference to the issue of paid-up shares. The late Act expressly legalized the practice already recognised by the Courts, of issuing some shares more fully paid up than others. Setting aside the hole which the issue of a thousand or so of paid-up shares may make in the security of creditors who trust the company, believing that several pounds per share remain outstanding, we think that the issue of paid-up shares throws open a wide door to malpractices on the part of promoters; and an alteration of the law as it now stands in this respect would probably have, though in a lesser degree, the effect which Mr. Houston anticipates from the compulsory assimilation of all new companies to the French *societé en commandite*.

ADMISSIBILITY OF EVIDENCE OF USAGE TO AFFECT WRITTEN CONTRACTS.

No. II.

In our last article upon this subject we discussed generally the rules which govern the admission of evidence of usage to explain or to annex incidents to written contracts. We reserved for the present occasion the consideration of the question of the admissibility of such evidence when one of the parties to the contract is unaware of the existence of the usage. We shall now proceed to notice as briefly as possible the few cases of any importance in which this question has received judicial consideration. The first case in order of date with which we meet is *Gabay* v. *Lloyd* (3 B. & C. 393). It was there decided that a contract of insurance effected at Lloyd's could not be added to or varied by evidence of a usage there, of which the plaintiff was ignorant, on the ground that the usage at Lloyd's was only the usage of a single establishment, and not of a general nature, and that it was not shown that the plaintiff, who was suing on the policy, had ever effected policies at Lloyd's before. The Court, however, expressly said, "If there had been any evidence to show that the plaintiff was in the habit of effecting policies at Lloyd's Coffee-house the jury ought to have found that he had knowledge of the usage that prevailed there." This seems to show that the plaintiff's contract might have been affected by the usage, even although the plaintiff had no actual knowledge that such a usage existed, *i.e.*, that there would be a presumption of knowledge if the usage had been a general one, or if the plaintiff had been accustomed to effect policies at Lloyd's.

In *Bottomley* v. *Forbes* (5 Bing. N. C. 121), Tindal, C.J., in delivering the judgment of the Court, clearly shows that he considered that a usage must be *reasonable*. It was argued in this case that "a usage could only bind persons who were cognisant of it," and, although this point was not expressly touched upon in the judgment, it seems to follow from what is there said about the reasonableness of a usage, that a usage may affect parties who know nothing about it. If no contract could be varied by usage unless both parties were aware of the usage, no question could arise about reasonableness. If a person in fact asquiesces in a usage, it is wholly immaterial whether that usage is or is not reasonable. If, however, a person ignorant of the usage is to be affected thereby, then whether such usage is reasonable or not may be a very important question. On this ground, therefore, *Bottomley* v. *Forbes* is an authority that parties to a contract may be bound by a usage of which they were in fact ignorant when the contract was made.

In *Bayliffe* v. *Butterworth* (1 Ex. 425), the defendant employed the plaintiff to sell certain shares for him at Liverpool. The plaintiff sold the shares to C., but the defendant did not deliver them on the stipulated day. C. then bought an equal number of similar shares at the market price, and, according to the usage of Liverpool, claimed from the plaintiff the difference between the contract and the market price. The plaintiff, in accordance with the usage, paid the difference, and sued the defendant for the amount, and it was held he was entitled to recover. There was some evidence to show that the defendant knew of this usage. Parke, B., however, says—"I consider it to be clear law that if there is at a particular place an established usage in the manner of dealing and making contracts, a person who is employed to deal or make a contract there has an implied authority to act in the usual way, and if it be the usage that he should make the contract in his own name he has authority to do so."

In *Graves* v. *Legge* (5 W. R. Ex. Ch. 597), the facts were as follows:—A London merchant employed a Liverpool broker to purchase wool at Liverpool. The broker entered into a written agreement for the purchase of certain wool, and it was held that evidence of a usage at Liverpool was admissible to add certain terms to this contract, although the London merchant in fact knew nothing of the usage. The Court held he was bound by the usage, "since he must be taken to have contracted with reference to all the incidents of the usage of trade at Liverpool." In *Cuthbert* v. *Cumming* (11 Ex. 405, 3 W. R. 553), a question arose as to the admissibility of evidence to explain a clause in a charterparty, and the Court seem to have assumed that it was necessary to the validity of the alleged usage that it should be reasonable, which, as we before pointed out, is tantamount to saying that it is not necessary that both parties to the contract should be aware of it. The two well-known cases, *Taylor* v. *Stray* and *Stray* v. *Russell*(5 W. R. 528, in Ex. Ch. 761; 7 W. R. 641, in Ex. Ch. 8 W. R. 240), decide, amongst other things, that when a principal employs brokers on the London Stock Exchange, and the brokers incur a liability in duly performing their employment, the principal is bound to indemnify them, although the liability of the brokers may result from a usage not expressed in the contract made by them for their principal, and of which the principal is entirely ignorant. *Sweeting* v. *Pearce* (9 W. R. Ex. Ch. 343), decides, following *Gabay* v. *Lloyd*, that a principal effecting a policy at Lloyd's, but ignorant of its usages, is not bound by a settlement of accounts, after a loss, between his broker and the underwriter, although such settlement is according to the usage of Lloyd's.

So far, therefore, the cases as to the effect of usage all agree in this, that a contract may be varied by evidence of a reasonable usage, although one of the parties to the contract was ignorant of the usage when he made the agreement. Unfortunately in the same year that *Sweeting* v. *Pearce* was decided (1859), the Judicial Committee of the Privy Council, in the case of *Kirchner* v. *Venus* (12 Moo. P. C. 361) gave a judgment which is somewhat opposed to the principle upon which the cases we have cited were decided. The facts, so far as this question is concerned, were—A., at Liverpool, shipped goods for Sydney, New South Wales. The bills of lading made the goods deliverable to shippers or assigns, "he or they paying freight here as per margin." In the margin there was this stipulation, "freight payable in Liverpool to M., one month after sailing, ship lost or not lost." The plaintiffs, merchants at Sydney, became the endorsees and holders for value of the bills. The freight was not paid at Liverpool, and the master of the vessel refused to give up possession of the goods at Sydney unless the freight was paid. The plaintiffs then commenced an action of trover, and one amongst several questions raised was, whether the defendant was entitled to give evidence of a usage at Liverpool that there should be a lien on goods for freight, which was to be paid as stipulated in the margin of the bill of lading. This was one of the most important questions in the case, as the Court held that, apart from such a usage, there was no right of lien. The Court say in their judgment upon this part of the case—"When evidence of the usage of a particular place is admitted to add to, or in any way to affect, the construction of a written contract, it is admitted only on the ground that the parties who made the contract are both cognizant of the usage, and must be presumed to have made their agreement with reference to it. *But no such presumption can arise when one of the parties is ignorant of it.* In this case . . . there is no evidence that the indorsees were acquainted with the usages of Liverpool." Nothing can be clearer than this expression of opinion, and if the judgment stopped here the case of *Kirchner* v. *Venus* would be a very strong authority for the proposition that a contract cannot be varied by a usage of which one of the parties is ignorant. The judgment, however, goes on to give two other equally strong grounds for deciding in the same way, and it is not clear upon which of the three *rationes decidendi* the judgment is really based. "It appears to their Lordships," the judgment continues, "that it would be inconsistent alike with the rules of law and with the convenience of commerce, to affect the construction of a negotiable instrument in the hands of a *bonâ fide* holder for value by evidence of a local usage of which he was ignorant and could not be bound to take notice."

Here we have the second reason for the decision. The document is a negotiable instrument, and therefore its construction ought not to be affected by the usage which it was attempted to prove.

Lastly, the judgment says, citing *Howard* v. *Tucker* (1 B. & Ad. 712), "If the bill of lading holds out that the goods are to be delivered free of freight to the consignee, it can be of no importance from what cause such exemption from freight arises; and, being of opinion . . . that such is the representation contained in these bills of lading, we must hold no freight can be claimed in this case from the consignees." This last argument puts the decision upon the ground of estoppel. Any one of these three *rationes decidendi* would have been sufficient to decide the case; but as the judgment stands, it is not clear whether or not their Lordships relied upon all these grounds equally. It is to be noticed, however, that there is no allusion in the judgment to the cases we have before noticed—or, indeed, to any cases at all upon the effect of usage where one of the parties to a contract is ignorant of the usage. This passage of the judgment, therefore, may possibly hereafter be treated rather as an *obiter dictum* than as the real ground of the decision. The construction of the bills of lading was one of the chief questions before the Court, and from the construction given to them it was clear from the case of *Howard* v. *Tucker*, cited in the judgment, that no question of usage could arise. This was the shortest, clearest, and

most intelligible ground upon which the decision could possibly have been based.

In *Lloyd* v. *Guibert* (L. R. 1 Q. B. 115) decided in 1865, the Court of Exchequer Chamber say, in the passage we cited in our former article on this subject, that "the binding force of usages does not depend so much upon the knowledge of the parties as upon implied acquiescence; for whoso goes to Rome must do as those at Rome do." This seems directly opposed to the principle laid down in *Kirchner* v. *Venus*.

In *Buckle* v. *Knoop*, decided in 1867 (15 W. R. 588, in Ex. Ch. 999, L. R. 2 Ex. 125, in Ex. Ch. 333), a question was raised as to the admissibility of evidence of a usage in the Bombay trade, for the purpose of construeing a charterparty between an English shipowner and the defendants Manchester merchants, for a voyage from Bombay to Liverpool. Kelly, C.B., in giving judgment, said, after shortly stating the general rule as to the admissibility of this kind of evidence, "with regard to the case of *Kirchner* v. *Venus*, it only proves that people in Sydney may well be supposed to be ignorant of rules in existence on the other side of the world at Liverpool: they are not in such a case required to know them. But here the contract is entered into between merchants of London and Liverpool, cognizant of the Bombay trade, and it relates to a subject matter connected with London, Liverpool, and Bombay. Under these circumstances, a customary interpretation of the contract may be proved, although no proof be given affirmatively that one of the parties had heard or knew of the custom. The jury were justified, *indeed bound*, to presume that all the parties to the contract were cognizant of the usage that would govern it." The last case which we have to notice upon this point is one upon which we have several times commented quite recently, viz., *Grissell* v. *Bristowe* (16 W. R. 428). This case is so well known now that it is unnecessary to state the facts which were then before the Court. The argument upon this part of the case was that there was a usage of the Stock Exchange to the effect that upon a contract of sale of shares the purchaser is not bound to see that the transfer is executed by the transferee or registered, or to indemnify the seller; and also that there was a usage as to the settlement of accounts between the brokers somewhat similar to that in question in *Sweeting* v. *Pearce;* and that these usages were binding upon the plaintiff, although neither of them were known to him. The majority of the Court say in their judgment that these usages "are, as it seems to us, so entirely unreasonable for the purpose of affecting the rights of principals who are not members of the Stock Exchange, that we should be disposed to refuse to give any effect to them. That such usages must be reasonable it is only necessary to refer to the case of *Bottomley* v. *Forbes*, and to the case of *Sweeting* v. *Pearce*." The last case upon this point is *Cropper* v. *Cook*, 16 W. R. C. P. 596, in which the principles of the former decisions of the common law courts were acted upon.

The result, therefore, of this examination of cases is that the common law courts are unanimous in deciding that a contract may be varied by a usage of which one of the contracting parties was ignorant when the contract was made, but that such usage must be reasonable. There is the one case of *Kirchner* v. *Venus* which is opposed to this result, but there are some grounds, as we have pointed, for arguing that this portion of the judgment in that case is to be looked upon rather as an *obiter dictum* than as the *ratio decidendi*. It is probable, therefore, that at present the common law courts will follow their own decisions rather than the case of *Kirchner* v. *Venus*.

(*To be continued.*)

The Convocation of the prelates and clergy of the diocese of Canterbury has been prorogued until May 19.

RECENT DECISIONS.

EQUITY.

DISSOLUTION OF PARTNERSHIP—RETURN OF PREMIUM.

Attwood v. *Maude*, L.J., 16 W. R. 665.

When two parties have entered into partnership for a specified term, one paying the other a premium, and the partnership is terminated before the expiration of the term, it is in some cases equitable that the partner who paid the premium should receive a return of some portion of it, and if the parties cannot agree the Court of Equity has jurisdiction to decide between them. In deciding between partners in cases such as this, the Court has no guide beyond the balance of fairness, but the many cases which have been decided upon the subject have established certain rules which it may be convenient to bear in mind.

Firstly, then; if the dissolution be attributable to the misconduct of the partner who received the premium, the other partner is obviously entitled to a return of premium, because it would be most unjust that a man should receive a premium in consideration of admitting the man who paid it to the advantage of a partnership during a certain term, and should then, by his own act, occasion the premature extinction of the partnership, thereby depriving the other party of a portion of what he bargained for—and at the same time retain the whole consideration paid. Thus, in *Hamil* v. *Stokes*, 4 Price, 161, A., at B.'s solicitation, entered into partnership with him, paying him a premium; B. afterwards sued out a commission of bankruptcy against A. (under the then bankrupt law); he was decreed to return a portion of the premium. And it matters not whether the partner who received the premium so misconducts himself as to compel the other partner in his own interests to have the partnership dissolved, or himself effects its dissolution.

Secondly. If the partner who paid the premium were in fault, justice similarly demands that there should be no return.

Thirdly. It may happen that neither of the partners were in fault, or both.

If both, then, where the blame is equally divisible, the Court orders a return of premium. This includes all those cases in which disputes arise between the partners, so as to render it impossible for the partnership to continue with advantage; and where partners continually quarrel or dispute, it is almost impossible that this should be otherwise. In such cases it will be for the Court to say whether or no the disputes arose out of the sole fault of either party, in which event the case would fall under one or other of the classes first mentioned. If, for instance, the partner who received the premium have given offence by neglect of business, he will get no return of his premium. It appears from *Attwood* v. *Maude*, the present case, and it is consistent with common sense, that where partners have mutually disagreed so as to render a continuance unadvisable, it is immaterial which of them *actually* terminates the partnership by giving notice or filing a bill.

To these principles must be added the following qualifications:—

If the circumstance which occasioned the dissolution was in contemplation of either party when the agreement was made, the Court will deal with him accordingly. Thus, in *Akhurst* v. *Jackson*, 1 Swan. 85, the partnership was terminated by the bankruptcy of the partner who had received the premium, the other partner having been aware when the treaty was made that he was in embarassed circumstances. Sir Thomas Plumer refused any return of premium. Conversely, in the present case, the partner who had received the premium complained of the incompetence of the partner who had paid it; but the Court, being satisfied by the evidence, that he knew upon the treaty that he was taking an inexperienced partner,

and had taken the premium to make up for the inconvenience, ordered him to refund a part. Where the partner who had received the premium became bankrupt, the other partner not having had on the treaty anything to give him notice of the probability of this, then the Court, in *Freeland* v. *Stansfeld*, 2 W. R. 575, 2 Sm. & Giff. 479, ordered a return of premium.

If neither partner were in fault, then the rule is that if the partnership be prematurely terminated by some unforeseen occurrence, a return of premium must be made. But it is not quite clear what will, and what will not, be regarded as an unforeseen occurrence. For instance, is death or any other event of similar possibility to be regarded as an event, the possibility of which the parties must be taken to have contemplated when their contract was made? Mr. Lindley, in his work on Partnerships, 2nd ed., p. 79, answers the question in the affirmative, but gives no authority; and we are not aware of any decisions on the point. In the case of a premium paid upon articles the Court upon the death of the principal is accustomed to order his representatives to return a proportion of the premium; and where a partnership deed was silent upon the point, we should expect the Court to decree a release of premium in such an event.

The remaining principle which we have to notice is this—that if an *unconditional* dissolution has been agreed on by the partners, the Court will consider the parties as having made that agreement in settlement of all questions, and will not order any return of premium. This was ruled by Vice-Chancellor Kindersley in *Lee* v. *Page*, 9 W. R. 754, 7 Jur. N. S. 768.

We have now enumerated the principles applicable to the question—Will the Court order any return of premium? Supposing the answer to be in the affirmative, the question remains—How much will the Court order to be repaid, for the contract having been in part performed by the duration of the partnership for a part of the term, a part of the premium has been earned, and therefore it is not the whole which has to be refunded.

This question, like the first, is entirely in the discretion of the Court, which may either itself make an award, or may refer it to chambers to settle the part returnable. The usual rule is to proportion this to the unexpired term of the partnership: that was done in the present case, in *Astle* v. *Wright*, 4 W. R. 764, 23 Beav. 81; *Bury* v. *Allen*, 1 Coll. 589, and other cases, and in the absence of special circumstances may be taken to be the settled rule. But the Court is not bound to adopt this rule, and may take all circumstances into account. We think, however, that most of the cases in which the Court has not adopted this case of calculation are not very reliable. Thus in *Airy* v. *Borham*, 29 Beav. 622, a fourteen years' partnership was dissolved at the end of two years; £400 premium had been paid and the profits had been about £600 a-year in total; the Master of the Rolls refused to order any return of premium, saying that he understood two years' purchase to be the usual price in such cases, and considered £400 not unreasonable. It appears to us questionable whether the Court should enter into calculations such as these. In *Freeland* v. *Stansfeld*, cited above, Vice-Chancellor Stuart said he should follow the example of Lord Somers in an apprenticeship case, and "fix the amount according to the estimate which he had formed in his own mind." He probably alluded to *Therman* v. *Abell*, in 2 Vernon, which by the way was not before Lord Somers. The proportion of time is however now the general rule.

COMMON LAW.

Measure of Damages.

Ogle v. *Earl Vane*, Ex. Ch., 16 W. R. 463.

A new point as to the true measure of damages arose in this case. The defendant contracted to deliver to the plaintiff a certain quantity of iron on a certain day, but failed to do so in consequence of his blast furnaces having given way, which prevented the manufacture of the iron. After the day for delivery had passed, a correspondence took place between the plaintiff and the defendant's agents relative to the non-delivery of the iron: the defendant's agents offered to deliver to the plaintiff other kinds of iron instead of that agreed upon. No arrangement was come to, and ultimately the plaintiff supplied himself elsewhere at the then market price with iron of the quality and to the amount of that which the defendant had contracted to deliver, and then claimed from the defendant the difference between the contract price and the market price at the time when the iron was actually bought. The price of iron had risen between the day fixed for the delivery and the time when the plaintiff bought, and the plaintiff consequently claimed a larger sum than he would have been entitled to if he had gone into the market and purchased as soon as the breach of contract occurred. The defendant paid into court the amount of the difference between the contract price and the market price on the day of the breach, but denied his liability to pay any more. The defendant's argument was that it is an inflexible rule of law that the measure of damages must be fixed at the time of the breach of a contract, and cannot be ascertained by reference to any other period; consequently, that the plaintiff was not entitled to more than the defendant had paid into court unless some written variation of the original contract could be proved. The Court of Exchequer Chamber decided, affirming the judgment of the Court of Queen's Bench, that the plaintiff was entitled to recover what he claimed.

Kelly, C.B., put the decision upon a sort of estoppel. He says, "There had been a request to forbear to sue and an acquiescence in that request; no binding contract, but a mere amicable arrangement; it would be contrary to common sense and justice to hold that when such a request has been made . . . the plaintiff is not entitled to be indemnified."

Willes, J., thought there was "a contract to purchase forbearance," and that "in the present case the time at which the damages were to be assessed was carried over by the defendant's request for forbearance, for which he must pay."

This decision does not at all clash with the cases, the last of which is *Noble* v. *Ward*, (15 W. R. 520), which have decided that there can be no variation of a written contract within the Statute of Frauds unless in writing. In this case the original contract remained in its integrity, only the subsequent acts of the parties gave rise to fresh obligations entirely independent of this contract. Nor is the general rule as to the measure of damages in any way altered by this decision. Willes, J., in his judgment, expressly recognises that the general rule is that relied upon by the defendant, but it was not applicable to the peculiar facts of the case then before the Court.

Costs.

Hooten v. *Dennett*, Prob., 16 W. R. 488.

As a general rule the party who is successful in litigation obtains his costs—that is, the unsuccessful party has to pay or give up what is claimed by the other side, and also to pay all the costs which the litigation has occasioned. There are certain exceptions to this rule, especially amongst those classes of cases which fall within the jurisdiction of the Courts of Chancery and of Probate. In these courts the costs of proceedings are not infrequently given out of the estate which is in dispute, the effect of which is to make the successful party pay them, as he recovers the estate, less the amount thus deducted. The rules of the Court of Probate on this subject have been thus stated:—First, "If the cause of litigation take its origin in the fault of the testator, or those interested in the residue, the costs may be properly paid out of the estate." Secondly, "If there be sufficient and reasonable ground, looking to the knowledge and

means of the opposing party, to question either the execution of the will, or the capacity of the testator, or to put forward a charge of undue influence or fraud, the losing party may properly be relieved from the costs of his successful opponent" (*Mitchell* v. *Gard*, 12 W. R. 255). These two rules were followed in *Hooten* v. *Dennett*. The testator made a will by which he bequathed a large sum of money to the plaintiff, and he informed the plaintiff that he had done so. He subsequently made another will, giving the plaintiff only £100. He never informed the plaintiff that he had made the second will, but on the contrary induced her to believe that the first will was still in force. After his death the plaintiff disputed the second will unsuccessfully. Sir J. Wilde held, applying the principle of the rules we have mentioned, that the costs must come out of the estate as the testator had "laid the foundation upon which this litigation was built, and was sure to be built: it was his own doing." It may seem hard upon a successful party to a cause that he should virtually have to pay the costs of a litigation, but in a case like this, where he can only claim through the testator, it is only right that he should get nothing until the expenses caused by the testator have been satisfied. On this ground the principle of this decision seems just and reasonable.

County Courts Act, 1868—Procedure.

Kimbray v. *Draper*, Q. B., 16 W. R. 539.

We noticed this case (*ante*, 293) immediately after judgment was given. It decides that the 10th section of the County Courts Act, 1868, is retrospective, and applies to actions commenced before the statute was passed. The case is now only of importance as illustrating the rule of construction that where an Act applies merely to the manner of procedure, it is retrospective, but where it affects the rights of the parties, it is not.

The 10th section of the County Courts Act, 1868, gives a judge at chambers power in certain cases to send actions of tort to be tried in a county court. The question in *Kimbray* v. *Draper* was whether an action could be thus dealt with which was commenced before the Act was passed. The Court held that it could, on the principle that the section applied only to the procedure, and not to the right of action; and they also relied on the authority of *Wright* v. *Hale* (9 W. R. 157), where it was held that the 34th section of the Common Law Procedure Act, 1860, which enables a judge to certify to deprive a plaintiff of costs where a verdict of less than £5 is recovered, was retrospective, and applied to an action commenced before the passing of that statute. The case of *Kimbray* v. *Draper*, as we have said, is of no importance now so far as the precise point there determined is concerned, but it is a good example of a useful rule of construction.

REVIEWS.

Ancient Parliamentary Elections. By Homersham Cox. Longmans, Green & Co. 1868.

Mr. Homersham Cox has done well to devote his ability and acknowledged learning on constitutional history to the elucidation of one of the most puzzling problems with which a student of English institutions can be occupied. Probably most of our readers have some acquaintance with the various theories in existence on the subject of ancient Parliamentary elections, but few would be prepared to assert which are true and which are false. Indeed, until recently no satisfactory conclusion was possible; but the labours of the Record Commission have placed within the reach of a diligent inquirer abundant materials for the investigation of the original county and borough suffrage. To make good use of these, however, a very peculiar combination of qualities is required. Judicial impartiality as well as unflagging zeal must be brought to the task. At a time when Reform is once again the question of the day, and has but lately been the battle-field of party, there is a temptation to twist the history of the past into conformity with what the writer conceives ought to be the history of the future. Mr. Cox, like all citizens who are worth anything, has definite political views, and it is no small praise that he has not allowed them to tinge this work. In another book he has freely expressed his opinion on the events of 1866 and 1867, but in this one the reader breathes nothing but the serene atmosphere of historical discussion. We propose to place before our readers the principal conclusions to which he has arrived. It may seem that a treatise on elections is not so opportune to-day as it would have been a year ago. But, as the premier has told us, "finality is not the language of politics," and possibly Mr. Cox's book may have a practical bearing on events sooner than is at the present moment anticipated.

According to Mr. Cox, the original county franchise of England was of a very democratic character. It was, indeed, little short of universal. All learned inquirers are agreed that the right to vote rested with the suitors in the ancient county courts, but the vexed question is, who were these suitors. Brady and Blackstone confine them to tenants-in-chief. Prynne does not seem to have doubted but that the knights were "elected by the full county, by and for the whole county," without respect to the tenure of the freeholders. Mr. Cox adopts this view in its broadest sense. The obligation of attendance in the county courts extended, he tells us, to the whole free population. It was not even confined to freeholders. Villans were, in the reigns of the earlier Plantagenets, liable to do suit there, and they, as well as the more fortunately placed freeholders, had a voice in Parliamentary elections. They were, it is true, holders of land by a servile tenure, but they were free as respected everybody but their lord, and were liable to taxation. Hence, in Henry IV.'s time, which Mr. Cox fixes as the era of the most extensive county suffrage England has ever known, before or since, the election was in the hands (a) of the freeholders, no matter what the value of their freehold was, and (b) of the other free inhabitants, no matter what their tenure was.

Under Henry VI. a material change was made. The Legislature, by an Act passed in 1429 (8 Hen. VI.) limited the right to vote to the class commonly called forty-shilling freeholders. The reasons of this retrograde enactment are not difficult to find. In the petition of the House of Commons on which the statute was founded it is alleged that the number of electors was excessive; that each elector, however poor his conditions, pretended to have an equal right with the "most worthy knights or esquires," and that homicides and disputes would probably arise between the gentlemen and other people of the same counties. These allegations sufficed to produce what was really a revolution in the constitution of Parliament. In future freeholders, and freeholders of a certain condition only, could vote. The "villan" element, comprised of the remaining free inhabitants were disfranchised, and remain to this day disfranchised except so far as they have recovered their privileges under the Reform Acts of 1832 and 1867 as tenants at will or from year to year of a certain value. Some of our elder readers may remember that the famous "Chandos" clause of the old Reform Act giving a vote to £50 tenants at will was sturdily opposed by the Reform Government. It was considered by the Whig statesmen of the day as an innovation too dangerous to be tolerated. But if Mr. Cox is right it was merely a restoration of privileges which tenants at will had once enjoyed. Indeed, according to his contention, household suffrage is at least as "constitutional" in the county as in the borough, and, formerly, actually existed side by side with the freehold franchise. Moreover, both as to freeholders and other freemen, a property qualification was, until the Act of 8 Hen. VI., absolutely unknown.

With regard to boroughs, the inquiry as to the ancient qualification of electors is more simple. "The resident householders paying scot and lot" formed the constituency. Thus residence and a liability to taxation were the two qualifications. In town, as in the country, there was no money limit. The £10 franchise, which was extinguished by last year's legislation, had no equivalent in more distant times. It was expected, however, that everyone who enjoyed a citizen's privileges should take his share in *all* the obligations incident to citizenship. Not only had he to pay his scot and lot, but he was bound to attend on juries, to join in the public watch, and generally to do his part with his fellows in all

things relating to the common weal. "Inmates," or lodgers, had no votes, and were liable to no duties. Modern civilization has made a "lodger" franchise a necessity, and this is, properly speaking, the only real "innovation" introduced by the bill of last year. It would not be unreasonable, we may add, to insist on a "lodger," who assumes his new electoral rights, also performing the public duties which now fall on householders only. Why, for instance, should he be exempt from serving on juries?

It should be noticed that although, as a rule, lodgers were in a political sense, "nobodies," they did exercise the franchise in some boroughs in the West of England under the name of "potwallers." This ancient privilege applied, amongst other places, to Taunton and Honiton. They voted, although not paying scot and lot, provided they had, whether as householders or lodgers, sole dominion over a room with a fireplace in it, at which they cooked, or had a right to cook their own food. A witness who was examined before a committee of the House of Commons in 1838 gave evidence that it was the custom in Taunton for a person to boil his own pot at his own fire in order to make him a potwaller. This was an easy mode of manufacturing what, in more senses than one, were faggot votes.

We have not space to follow Mr. Cox through the other portion of his valuable treatise. There are elaborate chapters on the rural population and social order in the middle ages, on the Saxon county court, on procedure at elections, and on the representation of boroughs, to which we can do no more than direct our readers' attention. They should be read by every student of our constitutional history. Mr. Cox's book is from its first to its last page full of interest. The style, too, is calculated to render it easy reading.

Debrett's Illustrated Peerage. 1868. London: Dean & Son.
Debrett's Illustrated Baronetage, with the Knightage. 1868. London: Dean & Son.

These publications are so well known as useful handy-books by those who have occasion frequently to investigate the armorial bearings, titles, families, and relationships of the English aristocracy, that we need do no more than notice the publication of the volumes for 1868. They contain tables of precedence, a list of the younger sons and married daughters of peers, and all other information which those who consult these volumes are likely to require. They bear evidence, moreover, of having been carefully corrected up to the date of publication.

We were somewhat amused, on looking into the preface, to notice the simple air with which the editor appropriates as an advertisement Thackeray's allusion to "Debrett," as the "Englishman's Bible." The philosopher who wrote with so grave a humour of the snobs of England could hardly have calculated that his words would be one day addressed as an advertisement to that all-powerful class. We must not, however, be thought to be disparaging the two volumes before us. They are very carefully got up, and very completely furnished with information.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, April 30, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. G.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
1	2	7	11	14	20	25	15	10	21	4	14

MASTER OF THE ROLLS.

April 30.—*Lord Brougham* v. *Cavrin.*

In this case, (*vide ante*, p. 361) the Master of the Rolls, this day, made a decree in the plaintiff's favour.

The bill prayed the delivery up certain letters, &c., which had been entrusted to the defendant in connection with the contemplated history of the Life and Times of Lord Brougham. The defendant alleged that he had a lien for work done in revising them for this production.

Jessel, Q.C., and *G. O. Morgan*, for the plaintiff.
Baggallay, Q.C., and *W. W. Cooper*, for the defendant.

COUNTY COURTS.

LOWESTOFT.

(Before JOHN WORLLEDGE, Esq.)

April 24.—*Tubby* v. *Great Eastern Railway Company.*

Liability of railway company for miscarriage of goods forwarded by them to a station on another company's line.

The facts in this case will be gathered from the judgment, which was as follows:—

Mr. WORLLEDGE.—This was an action brought by the plaintiff, who is a fish merchant, at Lowestoft, against the defendants, as common carriers, under the following circumstances:—

On the 16th October last the plaintiff consigned by the defendants' railway 26 kits of herrings to Michael Murray, his agent at Manchester, and 20 kits of herrings to E. Price, his agent at Birmingham, for sale by them at those places respectively on his (the plaintiff's) account. The defendants for some time previously to the 16th October had charged, and still charge, two distinct rates of freight for the carriage of fish; one, the lower one, called the "Owner's Risk Rate," and the other, the higher one, called the "Company's Risk Rate," and it was proved by the plaintiff, and there was no evidence on the other side to contradict him, that when fish are consigned to London the "Companys' Risk Rate" is 20 per cent. higher than "the Owner's Risk Rate," but when consigned to places off their own line and beyond their own limits 50 per cent is the excess of the "Company's Risk Rate." Upon the consignment of the fish in question the plaintiff paid the "Company, Risk Rate" of 50 per cent. above the "Owner's Risk Rate" for the whole distance to Manchester or Birmingham respectively, and at the time the fish were delivered to the defendants' agents at Lowestoft to be sent to Manchester and Birmingham respectively, the plaintiff's son, as his agent, signed two fish consignment notes, each of which was in the following form:—

"Fish Consignment Note.

"The Great Eastern Railway Company do not undertake to carry or to be responsible for any goods except to stations on their own line and its branches, and within their own limits they only undertake to deliver *within a reasonable time.* Any packages supposed to be improperly declared will be subject to examination, and the company will not be accountable for any damage or detention which may be occasioned thereby."

"Great Eastern Railway Company.

"Be pleased to forward to Michael Murray for Manchester station, subject to the above conditions the undermentioned."

Then follows the description of the goods sent and the signature of the plaintiff's son, "George Tubby."

The consignment note to Birmingham was exactly similar in form except in the name of the consignee, which was "E. Price, for Birmingham station," instead of "Michael Murray, for Manchester station," and in the description of the goods sent.

Both parcels of fish were conveyed on the defendants' line to Peterborough, and those for Manchester were forwarded from Peterborough by the Lincolnshire and Sheffield branch of the Great Northern Railway, and those for Birmingham by the London and North-Western Railway. Neither parcel of fish was delivered to the plaintiff's agents at Manchester and Birmingham in time for the fish market on the 17th October at those places respectively, and were in consequence sold at much less than they would have realized had they been in time for market, and the plaintiff claims in his particulars of demand annexed to the summons, for loss on the parcel of fish consigned to Manchester the sum of £7 16s.; and on those conveyed to Birmingham the sum of £3 18s., making in all £11 14s. Shortly after receiving the returns from the agents the plaintiff wrote to Mr. Birt, the manager of the goods traffic on the defendants' railway, complaining of the loss of market, and claiming compensation, and a correspondence took place between the plaintiff and Mr. Birt, and also between Mr. Birt and the authorities of the Great Northern and London and North-Western Railway Companies, and ultimately interviews took place between Mr. Birt and the plaintiff, at the last of which, after some preliminary conversation, the plaintiff said, "Mr. Birt, there was a delay somewhere on the line," to which Mr. Birt replied, "There was, but there was no delay on our line." That admission of Birt was the sole evidence given as to where the

delay took place, and I must, of course, take it altogether, and I therefore find as a fact that there was no delay anywhere within the limits of the Great Eastern system, but that the loss of market was caused by delay during the transit from Peterborough to Manchester and from Peterborough to Birmingham respectively; and the question is whether the defendants are liable for such delay. And Mr. Taylor, who appeared for the company, rested his defence solely upon the terms of the assignment notes which were signed by the plaintiff's son as his agent. Now, the language of the assignment note is clear and definite: "The Great Eastern Railway Company *do not undertake to carry* or *to be responsible* for any goods except to stations on their own line, and its branches," and the plaintiff by his agent requests the defendants to forward the fish to his agents at Manchester and Birmingham, "subject to the above condition," and the only question is whether the condition "that the defendants only undertake to carry to stations on their own line and to be responsible only within the limits of their own railway system is a reasonable one within the meaning of the 7th section of the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31). Mr. Taylor contended that the condition was reasonable and quoted several cases—to one or some of which I will refer presently. Mr. Archer, for the plaintiff, on the other hand, contended that the receipt of the whole freight for the whole journey from Lowestoft to Manchester and Birmingham respectively at the company's risk rate, and no evidence being given to show what was the arrangement between the defendants and the companies over whose line the goods were sent from Peterborough to their destination, rendered the defendants liable in the present case, notwithstanding the condition contained in the consignment note; and I must confess I think it would have been satisfactory had the defendants given some evidence upon that point at the trial, but, however that may be, I must decide the case upon the evidence as it stands.

Now, putting aside the condition for a moment, it is clear that the defendants' company, having booked the fish to Manchester and Birmingham, and having received the freight for the whole distance, would be liable in the present case (*Muschamp* v. *The Lancaster and Preston Junction Railway Company*, 5 M. & W. 421); but it is equally clear that they could not have been compelled to book the fish through, or to carry them further than Peterborough, the limit of their own railway in that direction. How, then, can a condition which only restricts their liability to that which at common law is imposed upon them be held to be unreasonable? Of the cases quoted by Mr. Taylor, the nearest to the present case in its facts is *Aldridge* v. *The Great Western Railway Company*, 15 C. B. N. S., in which case it appeared that certain empties were delivered to the defendants at their Hereford station to be forwarded to the Tiverton Junction station on the Bristol and Exeter Railway. In the transit from Hereford to Tiverton they would pass over the Great Western Railway as far as Gloucester, from Gloucester to Bristol over the line of the Midland Railway, and from Bristol to Tiverton Junction over the Bristol and Exeter Railway. The empties reached Gloucester in safety, but never arrived at Bristol; they were lost, therefore, between Gloucester and Bristol, beyond the limits of the defendants' railway, and the question was, whether the Great Western Company were liable. The consignment note in the case I am quoting, which was duly signed by the plaintiff's agent, contained the following among other conditions:—"The company will not be liable in respect of goods destined for places beyond the limits of the company's railway, and, as respects the company, their responsibility will cease when such goods shall have been delivered over to another carrier, in the usual course, for further conveyance. The company undertakes, if practicable, to deliver such goods to another carrier, to be carried by such other carrier on the same terms and conditions as herein contained, or, at the company's discretion, to suffer them to remain on their premises pending communication, at the owner's risk. Any money which may be received by the company as payment for the conveyance of goods beyond their own line will be so received only for the convenience of the consignor, and for the purpose of being paid to the other carrier." No evidence was given as to the dealings between the different railways over which the empties had to pass on their way from Hereford to Tiverton Junction. The Court of Common Pleas, after time taken to consider, held the above conditions just and reasonable, and gave judgment for the defendants. Now, it appears to me that the condition in the present case is the same in substance as that in *Aldridge* v. *The Great Western Railway Company*, except that it does not contain any stipulation with reference to the receipt of the freight. But upon consideration, I don't think that makes any difference, because it is clear in the case before me the defendants, by the very terms of the consignment note, agree to carry to Peterborough, and to forward the fish therein to their destination, and having received the whole freight, they impliedly undertake to pay or compensate the other companies for carrying the fish to Manchester and Birmingham respectively; and adopting the reasoning of Chief Justice Erle in the judgment in *Aldridge* v. *The Great Western Railway Company* above referred to, I cannot for a moment suppose that the North-Western or the Great Western would in the present case carry the fish from Peterborough to Birmingham and Manchester gratuitously, and it seems to me that the *present case differs in this essential from all those in which* it has been held that the contract is only with the company that originally receives the goods, viz—that in the present case the Great Eastern Company expressly undertake to carry *only* to stations on their own line, and therefore I cannot see how in this case it can possibly be held that the contract is with the defendants for the whole distance from Lowestoft to Manchester and Birmingham respectively, and I am of opinion that the terms of the consignment note signed by plaintiff's son protect the defendants from liability, there having been no delay on their own line. That is *my* opinion; but looking at the different views entertained by the judges with reference to the liability of railway companies for the loss of goods which are carried over different companies' lines, as exemplified by their answers to the Honse of Lords in *Collins* v. *The Bristol & Exeter Railway Company*, 29 L. J. Exch. 41, I cannot feel sure that I am right, still I must act upon my own opinion, and I therefore give judgment of non-suit against the plaintiff, but considering the meagre evidence on either side, the non-suit must be without costs, and if the plaintiff brings a fresh action, and fuller evidence is given to show what are the arrangements between the defendant's company and the other companies over whose lines the fish are forwarded to their destination, and also the course adopted at Peterborough as to the transfer of the fish from the Great Eastern to the other companies, I will reconsider the case without reference to the opinion now expressed; and whichever way I may decide the case upon the fresh evidence, I will allow an appeal, and considering the great importance of the question to the fish merchants of Lowestoft, and other places, I think there would be no impropriety in their making a common purse to carry the case to a superior court, and I can only assure them in conclusion I will do everything I can to facilitate that object. For the present judgment of nonsuit without costs must be entered.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

April 28.—*Pedgrift* v. *Brashier.*

Proceedings where notice of appeal against decision of county court had been given, but "case on appeal" not prepared for signature of judge in time—Costs.

Judgment was given for defendant in this case on the 24th March last, and the plaintiff gave notice of appeal. The plaintiff, a plasterer, had sued the defendant, a builder, for about £27 for work done. There were two applications to-day one on each side.

Mr. Lay, jun., for plaintiff, obtained special permission of the judge to appear, he being an articled clerk to his father who had charge of the case, but who was unavoidably absent. Mr. Harris for the defendant.

The defendant's application was that under Rule 192 he might have leave to proceed in the judgment, the case on appeal not having been presented out on the 21st April, but it was not ready even now. Defendant further applied for costs, incurred in consequence of plaintiff's notice of appeal. Plaintiff had given notice of sureties, but on inquiry they were found to be insufficient, and the registrar had refused to accept them. Plaintiff then deposited £20, out of which it was now asked that these additional costs should be paid.

Mr. PITT TAYLOR said there was no necessity to apply to him on the first point, because if the case on appeal was not presented in time, the successful party might proceed, "unless the judge shall otherwise order." He had not otherwise ordered, and the defendant might have proceeded at once.

With reference to costs there was no provision in the rules relating to appeals enabling him to order costs subsequent to the judgment, and before the case got into the court of appeal, where by Rule 194, if the appellant did not prosecute his suit with due diligence, the other side might obtain an order for such costs as had been incurred in consequence of the appellant's proceedings. There was obviously a *casus omissus* in Rule 192, in consequence of which he was compelled to refuse the defendant's application.

Mr. Lay then applied on behalf of plaintiff for a copy of the judge's notes taken on the trial, and he also applied for an extension of the time allowed to present the case for signature to the court. He had presented the facts of the case to counsel, but counsel declined to draw the case without the judge's notes. He applied to the registrar for a copy, who referred him to his Honour, and he then discovered that he had made a mistake in the day, and unless his Honour granted time he could not now proceed with the appeal. Lord Cairns had similar cases before him the other day, when his Lordship allowed the extension of time asked for (*ante*, 514, 520).

Mr. PITT TAYLOR at once declined to grant a copy of his notes, and as to granting time he was, of course, well aware that he was entrusted with discretionary power, and he should refuse the application with costs.

APPOINTMENTS.

MR. WILLIAM HENRY COOKE, Q.C., Recorder of Oxford, has been appointed Judge of the Norfolk County Courts (circuit No. 32), vice Mr. T. J. Birch, deceased. Mr. Cooke was called to the bar at the Inner Temple in June, 1837, and is a member of the Oxford Circuit. He was created a Queen's Counsel in 1863, and was appointed Recorder of Oxford in 1866, in succession to the late Serjeant Manning.

MR. JOHN R. DAVISON, Q.C., has been elected Chairman of the Durham Quarter Sessions, in the room of Mr. W. S. Grey, Barrister-at-Law, resigned. Mr. Davison was called to the bar at the Middle Temple in November, 1849, and became a Queen's Counsel, in 1866. He is a member of the Northern Circuit.

SIR CHARLES ROBERT MITCHELL JACKSON, Knt., late a judge of the High Court at Calcutta, has been nominated by the Secretary of State for India president of a commission to enquire into the mismanagement of the Bank of Bombay. Sir Charles was called to the bar there in May, 1836. In 1848 he was appointed Advocate-General of Bengal, and became a Puisne Judge of the Supreme Court of Bombay in 1852, being knighted on that occasion. He was transferred to Calcutta in 1855, and was re-appointed, under the new Act, as Judge of the High Court of Judicature, in 1862. He shortly afterwards resigned, and returned to England. Since his return he has taken a prominent part in the affairs of the London and Brighton Railway, and promoted several economical reforms in the management of that company. He proceeds to Bombay shortly to commence his work of enquiry.

MR. ROBERT UPPERTON, jun., of Brighton, has been appointed a Commissioner to Administer Oaths in Chancery.

MR. MORSE GOULTER, of Hungerford, Berks, has been appointed a Commissioner to Administer Oaths in Chancery.

GENERAL CORRESPONDENCE.

Sir,—With reference to "A Subscriber's" query in your last number, he must surely be aware that if A. "by deed *post* nuptial settles upon his *then* wife and children" certain property, an after-taken wife and children would be strangers to the settlement, and could take nothing under it.

LAW.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

April 24.—*The Bankruptcy Bills.*—The Lord Chancellor said that since the introduction of these bills he had received a number of communications respecting proposed amendments. Notice had also been given of amendments, some of which he thought improvements.

The three bills then passed through committee *pro formâ*, the committee being fixed again for May 4.

April 28.—*The Partition Bill* was read a second time.

April 29.—*The Partition Bill* passed through committee.

April 30.—*The Church-Rates Bill* was referred to a select committee.

HOUSE OF COMMONS.

April 24.—The Ecclesiastical Commissioners Orders in Council Bill, the Legitimacy Declaration (Ireland) Bill, and the Religious, &c., Building Sites Bill were read a third time and passed.

The County Courts (Admiralty Jurisdiction) Bill was committed *pro formâ* to be reprinted with certain amendments.

April 27.—*The Irish Church.*—Committee on Mr. Gladstone's resolutions.

Documentary Evidence.—A Bill by Sir J. Fergusson, to amend the law on this subject, was read a first time.

April 28.—*The Irish Church.*—Committee on Mr. Gladstone's resolutions.

April 29.—*The Railway and Joint-Stock Companies Account Bill* was read a second time.

County Financial Boards.—Upon the order for the second reading the Bill was thrown out by a majority of 154 to 46, and the appointment of a select committee was agreed to, "with power to inquire into the present mode of conducting the financial arrangements of the counties in England and Wales, and whether any alteration should be made either in the persons by whom, or the manner in which, such arrangements are now conducted."

April 30.—*The Irish Church.*—Committee on Mr. Gladstone's resolutions.

Resolution:—

"That it is necessary that the Established Church of Ireland should cease to exist as an Establishment, due regard being had to all personal interests and to all individual rights of property."

On a division the resolution was carried by a majority of 330 to 265.

The Documentary Evidence Bill was read a second time.

IRELAND.

COURT OF CHANCERY.

April 27.—The Lord Chancellor announced that the Court of Appeal would in future sit on the first Monday in term, unless when the first day of term was a Monday, when it would sit on the following Monday.

COURT OF QUEEN BENCH.

April 25.—*Executrix of Codd* v. *Smith.*

The action in this case was for the recovery of a sum of £2,000, the amount of a policy of assurance effected by the late husband of the plaintiff, thirty-five years ago, the annual premiums (upwards of £40 per annum) having been paid regularly. The policy was originally effected with the European Assurance and Annuity Company. The business of that company was afterward transferred to the People's Provident Society, and that company, by an Act obtained in 1859, became incorporated under the name of the General Assurance Society, of which the defendant, General Sir Frederick Smith, K.H., and F.R.S., was chairman.

Heron, Q.C. (*Martin* with him), applied on the part of the plaintiff to set aside the defence which had been filed in this case; the defence stated that he was not at the time of the commencement of the action, or since, a director of the European Insurance "Company;" and it then went on to mention other circumstances in relation to his being chairman of an assurance company, whose head office was in Regent-street, London. A confusion had arisen as to the exact name of the assurance company, but there was no doubt that Sir Frederick Smith was the chairman of the company now bound to pay the £2,000. The summons and plaint issued on the 13th of November, and on the 19th of November an order was obtained to substitute service on the European Life Assurance and Annuity Company, by serving their local agent here, and transmitting a registered letter to the

secretary, at the head-office, 316 Regent-street, London; and that order was made absolute without any cause being shown. It was after this that the defence in question was filed, and by it General Smith denied that he was a member of the European Assurance and Annuity Company, and that the plaintiff had no right to sue him individually, because he was chairman of the European Assurance Society. Since May, 1867, the Assurance Company had made different requisitions of the plaintiff—had required the Irish probate to be re-sealed in England; and after all these delays it was now sought further to protract the payment of this £2,000, to the payment of which no valid defence could be urged. The defence filed was also one which amounted to a plea in abatement, and not in bar, and should therefore be verified by affidavit, which had not been done,

Purcell, Q.C. (*Litton* with him), submitted that the defence was a valid one, and they did not contest the liability of the present European Assurance Society to pay the policy; but on the part of General Sir Frederick Smith, they submitted he was not to be held personally liable to have a judgment marked against him as the director of the European Assurance "Company," with which he never had been connected, or certainly not at the time of the institution of the action. A mistake had been made in the summons and plaint, and the proper course for the plaintiff to have adopted was to have discontinued the present action and brought a new one. Sir Frederick Smith was chairman of the European Assurance "Society," not "Company;" but the summons and plaint incorrectly described the society, and instead of proceeding against the secretary, went individually against the defendant in reference to the original company, of which he had not been a member.

The CHIEF JUSTICE considered that if sued in a representative capacity the defendant should have filed an affidavit of the truth of his plea.

Purcell, Q.C., submitted that the plea was one in bar and not in abatement.

The CHIEF JUSTICE observed that it seemed a mere evasion to rely upon a misdescription of the exact name of the assurance company.

The defendant's counsel urged that it was but right for their client to prevent himself being made individually responsible—the first company was not incorporated, and as chairman of the second, which was incorporated, the secretary was the party to be proceeded against

The CHIEF JUSTICE said that the defence pleaded was evasive, unsatisfactory, and obscure, and purposely intended to delay the plaintiff.

Judge FITZGERALD remarked that when the order to substitute service had been served the society should have pointed out the mistake in the name of the assurance society, but the plaintiff was allowed to go on, and a defence filed, and he was assured that General Sir Frederick Smith, whose name had been abused, knew nothing of the present proceedings. The course of proceeding adopted was uncandid, and calculated to mislead. Such a defence they would not have ventured to argue in Westminster Hall.

Judge GEORGE animadverted on the fact that for thirty-five years the companies represented by the present society have been receiving the annual premiums, and he felt surprised that any company should appear in court to make such a case as they had done.

Litton stated they did not appear for the assurance society, or to deny their liability, but for an individual.

The CHIEF JUSTICE pronounced the judgment of the Court to the effect that the application should be granted, with costs. The defence was embarrassing, evasive and unsatisfactory. There had been a change in the name of the society, and the plaintiff had fallen into a mistake as to its proper designation, but as to General Sir Frederick Smith, he knew no more of what had taken place than any one who was in court.

Judge FITZGERALD dwelt in emphatic terms upon the fact that after the premiums on this policy had been received for thirty-five years, and the amount of the policy paid into the coffers of the company three times over, calculating the sums received at compound interest, that an attempt should now be made to delay the settlement of this demand. The moment the mistake in the summons and plaint had been ascertained, it should have been pointed out by the assurance society. Sir Frederick Smith, whom he knew, his Lordship exonerated from all participation in these proceedings, and the Court would allow the plaintiff to amend the summons and plaint, giving the other side ten days to plead. It was the duty of the Court to exercise, in the interest of the public, a strict control over the proceedings of these amalgamated companies.

Judge GEORGE considered it fortunate for the administration of justice that they were enabled to make that order in question, and that after the payment of the premiums for so long a period as thirty-five years, no further delay should be interposed.

COURT OF EXCHEQUER.

(Before the LORD CHIEF BARON and Barons FITZGERALD and DEASY.)

April 28, 29.—*In the matter of Charles Henry Boyde Mackay, seeking to be admitted an Attorney.*

Mackay applied, on behalf of the gentleman named above, for an order that he might be at liberty to present himself for the final examination within the fortnight ending on the eighth day of next Trinity Term, with a view to being sworn in as an attorney in the sittings after that Term, in case he should pass the examination. Mr. C. H. Mackay's affidavit stated that on November 16th, 1863, he was bound apprentice to Mr. James Sweeney, now of 33, Anglesea-street, for five years. He had now served twenty full Terms. He had applied to the Law Society for leave to present himself at the final examination to be held within the fortnight preceding next Trinity Term; but such permission had been refused. He had attended the proper courses of lectures; and he submitted that it was of great importance to him to be admitted to the profession as soon as possible, in order to succeed to the remnant of his father's business. He also stated that his master, Mr. Sweeney, was a consenting party to the present application The 4th section of the 29 & 30 Vict. c. 84, the last Act, passed in 1866, for the regulation of the profession of attorneys and solicitors in Ireland, provides that no person can be admitted as an attorney or solicitor who has not been bound by indentures to serve for "a term of five years" to a practising attorney, and has not served "during the said term," and has not, after the expiration of said term, passed the required examination. Counsel contended at great length that the above had not a retrospective application, and that his client had a right to be admitted in accordance with a practice which formerly prevailed, under which persons were allowed to be admitted as attorneys after having served twenty Terms.

Law, Q.C., with him *Barlow*, appeared for the Incorporated Law Society, and said that their only desire in appearing before the court was to do what was just and right towards all persons seeking to be admitted members of the profession of attorneys and solicitors. He contended that the language of the statute did not admit of the meaning sought to be put upon it by the applicant—viz., twenty Terms in point of number, but required that the full term of apprenticeship should be completed.

Their Lordships decided on refusing the motion, being of opinion that, under the provisions of the 29 & 30 Vict. c. 84, the applicant had not, under the circumstances, made such a case as would justify the Court in acceding to the application.

April 28.—*In re J. M. O'Hara.*

Jordan applied that Mr. J. M. O'Hara be reinstated on the roll of attorneys. Mr. O'Hara resided at Clareview, near Galway. He was admitted an attorney on the 5th December, 1837. After practising for twenty years he was appointed Sub-sheriff of the county of Galway, and that appointment disqualified him to follow the profession. He caused his name to be removed from the roll in November, 1858. Two brothers of his, who were members of the same profession, had since died. He himself had ceased to hold the office of sub-sheriff; and several of his brothers' clients were desirous that he should be re-admitted an attorney, in order that he might undertake their business, which he perfectly understood. His brothers had died intestate, and the management of their affairs had devolved upon him. He is an A.M. of the University of Dublin, and had never followed any occupation save that of a legal character.

The motion was not opposed by the Incorporated Law Society.

Their Lordships ordered that Mr. O'Hara's name should be replaced on the roll of attorneys.

Mr. Michael Larkin has been appointed solicitor to the National Bank.

OBITUARY.

MR. ROBERT LONGFIELD, Q.C.

We have to record the death of Robert Longfield, Esq., Q.C., Chairman of Quarter Sessions for the county of Galway, who expired on the 28th of April, at his residence in Merrion-square, Dublin. He was born in 1810, and was educated at Trinity College, Dublin, where he obtained several honours during his undergraduate course. He was called to the bar in Ireland in Trinity Term, 1834, and became Queen's Counsel in November 1852. He represented Mallow in Parliament from May, 1859, till 1865, being defeated, at the general election of that year, by Mr. Edward Sullivan, Q.C., the Solicitor-General for Ireland under the late Government. Soon after the return of Lord Derby to power, Mr. Longfield received the appointment of Law Adviser at Dublin Castle, and became Chairman of the Galway Quarter Sessions on the death of Mr. M. W. Brereton, Q.C. He was the author of several legal works. In 1840 he married Charlotte, daughter of the late George Standell, Esq., of Crobeg, county Cork.

Mr. Longfield was the mover in the House of Commons, on the 27th of June, 1865, for an investigation into the appointments connected with the Leeds Bankruptcy Court, on which Lord Westbury resigned the seals.

MR. THOMAS JACOB BIRCH.

The death is announced of Mr. T. J. Birch, of Wretham Hall, Thetford, and of Ballycroy, county Mayo, Judge of the Norfolk County Court (circuit No. 32). He was born in 1806, and received his education at Brasenose College, Oxford, where he graduated B.A. in 1828, and M.A. in 1831. In November of the same year he was called to the bar at the Inner Temple, and practised on the Norfolk Circuit. He was Recorder of Thetford from 1837 to December, 1865, and was appointed Judge of the Norfolk County Court in March, 1847, on the first establishment of those tribunals. He was a magistrate for Norfolk, and also for the county of Mayo. Mr. Birch died of apoplexy on the 26th ultimo at Ballycroy, and was found lifeless in his bed. He was unmarried.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

President, Mr. G. Sangster Green.

At the Law Institution on Tuesday last, the following question was discussed:—"Is A. responsible for the fraudulent misrepresentation of his agent without his knowledge and authority, but by means of which B. was induced to enter into a contract with A? (*Udel* v. *Atherton* 7 H. & M. 172; *Cornfoote* v. *Fowke*, 6 M. & W. 352.)"

The debate was opened by Mr. Austin, in the affirmative but on a division the question was carried in the negative, by a small majority.

The number of members present was twenty-five.

NOTTINGHAM ARTICLED CLERKS' SOCIETY.

The first general meeting of this Society was held at the Guildhall, Nottingham, on Friday, the 25th ult., for the purpose of receiving the report of the committee for the past session. The President (J. Everall, Esq.,) was in the chair. The report showed that the society had been very successful. Although it was only established last December, it now numbers fourteen ordinary and fourteen honorary members, and is increasing in efficiency. Since the creation of the society fifteen meetings have been held and nine questions discussed, seven of which were legal, one jurisprudential, and one (occupying two evenings) partaking somewhat of a moral character. There have also been five papers read on legal subjects. The average number of members attending the meetings has been ten, the highest being twelve and the lowest nine. A union of this society with the London Articled Clerks' Society has been formed, which it is believed will be of benefit to gentlemen going to London to complete their studies. The finances of the society are healthful, and although it has not yet been competent to carry out the intention of forming a library of text books for the assistance of the members in their studies, the committee hope and believe that ere long they will be enabled to arrange for the accomplishment of this much-desired object. Votes of thanks to the President, the Vice-President (Mr. John Browne), the treasurer (Mr. Ford), the secretary (Mr. Arthur Browne), the Committee (consisting of the above-named gentlemen and Messrs. Thurman and Acton) and to the Mayor (J. Barber, Esq.,) for the use of the grand jury, room at the Guildhall, concluded the business of the meeting. The next session will commence on the first Friday in September.

LAW STUDENTS JOURNAL.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

Easter Term, 1868.

The final examination of articled clerks took place on the 28th and 29th ultimo.

The examiners were—The Master Gordon (Common Pleas), Messrs. Edward Field, R. B. Upton, A. W. White, E. S. Bailey.

QUESTIONS.

I. Common and Statute Law and Practice of the Courts.

1. State, shortly, the steps necessary to obtain judgment by default for want of appearance for a debt.

2. In what cases are the common counts applicable?

3. Define a traverse and a plea in confession and avoidance—give instances of each.

4. What is a plaintiff put to prove on a plea of the general issue to a common count? Can a defendant avail himself of a defence under the Statute of Frauds, in an action for goods sold and delivered? Give your reasons.

5. Define a demurrer—what species of demurrer was abolished by the 1st Common Law Procedure Act?

6. What do you understand by a plea of puis darrein continuance?

7. In what cases may a defendant pay money into court? Are there any excepted cases: if so, give an instance?

8. What is full, and what short, notice of trial; and when must they be given?

9. A declaration contains two counts—In the 1st the plaintiff claims £50 for a debt, and in the 2nd £20 for a trespass. The defendant pleads never indebted and payment to the first count, and not guilty and a justification to the 2nd. The plaintiff obtains a verdict for £10 on the 1st count, the rest of that count being answered by the plea of payment. The defendant succeeds on the justification, and the plaintiff on the plea of not guilty. There is no certificate or order for costs. To what costs, if any, is each party entitled?

10. Define a lien, and give an instance.

11. What step has an attorney to take before he has the right of suing his client for his bill of costs.

12. What is necessary to support an action for a fraudulent misrepresentation?

13. Define a bill of exchange. When is notice of dishonour required, and to whom must it be given?

14. In what case is a common carrier liable for the loss of package which he undertakes to carry gratuitously?

15. Define a warranty, and a guarantee; and give an instance of each.

II.—Conveyancing.

1. An owner of three estates, one freehold, one copyhold, and one leasehold, dies intestate. To whom do the three estates respectively pass?

2. What are the proper words for creating an estate tail?

3. What is the difference between an estate in tail general and an estate in tail special?

4. A. makes his will containing a general devise of all his real estates, and subsequently to the date of his will purchases other real estates. Do such subsequently purchased estates pass by the will?

5. Give the usual form of attestation to a will made since 1 Vict. c. 26.

6. Is succession duty an encumbrance upon real estate, and in investigating a title upon behalf of a purchaser is it necessary to require evidence of the payment of succession duty?

7. State some of the principal points to which your attention should be directed in examining an abstract of title with the original title deeds.

8. What covenants is it usual for trustees to enter into?

9. A testator devises his real estate to A. B., and bequeaths his personal estate to C. D. On the testator's death it appears that the real estate is subject to a mortgage. Is A. B. entitled to have the mortgage paid off out of the personal estate?

Has there been any recent alteration of the law in this respect?

10. Give the usual form of a conveyance to uses to bar dower.

11. What formality is necessary in order to complete the assignment of a policy of insurance?

12. What is the difference between tenant for life impeachable, and unimpeachable for waste?

13. What is an equity of redemption?

14. Is a person to whose wife a legacy is given by a will a good witness to the execution of such will?

15. If a man die intestate, leaving a wife and children, how is his personal estate to be distributed?

III.—Equity and Practice of the Courts.

1. If distinct estates be mortgaged by separate deeds to the same person, is the mortgagor entitled to redeem one estate without the other? And can he do so if the estates were originally mortgaged to separate mortgagees, and were afterwards transferred to one person.

2. If the mortgagee sell under his power, and the estate prove insufficient to pay the debt, can he sue the mortgagor on his covenant, for the deficiency?

3. When will equity relieve a lessee against forfeiture for breach of covenants—(1) to pay rent—(2) to keep in repair—(3) to insure against fire?

4. How can a partner obtain a dissolution of the partnership before the expiration of the term, and for what causes? And will equity interfere to prevent a sudden dissolution of a partnership at will, under any, and what, circumstances?

5. Name some of the usual cases of injury to property which equity will prevent by injunction; and how is an injunction ordinarily obtained; and how are special injunctions applied for?

6. Will equity prevent tenants for life, unimpeachable for waste, from cutting any, and what, timber, or from doing any, or what, damage to the settled estate?

7. Are trustees, solicitors, or other persons in fiduciary characters, allowed to contract or deal with the parties for whom they act, under any, or what, conditions?

8. What rights has a husband in, and over, his wife's property, not settled to her separate use, (1) freeholds—(2) chattels real—(3) chattels personal—(4) choses in action? And how can such properties be dealt with? And how can a married woman deal with property settled to her separate use?

9. If a penalty be payable on non-performance of an engagement, can the obligor relieve himself from his contract by paying the penalty?

10. What contracts will equity set aside; and what alteration in the law as to sales of reversionary interests has recently been made?

11. What are the different modes of commencing proceedings in equity, and how is defendant brought before the Court, and how, if he be out of the jurisdiction?

12. If plaintiff require an answer to his bill, what steps must he take, and when? And is defendant at liberty to answer a bill if plaintiff does not require it, and when?

13. For what causes may an answer be excepted to, and within what time; and does the rule apply to a voluntary answer?

14. Can plaintiff obtain production of documents in defendant's possession, and *vice versâ*, and in what way, and when?

15. What equitable jurisdiction has been conferred on county courts?

IV.—Bankruptcy and Practice of the Courts.

1. A debtor deposits with his creditor, as a security for a debt of £500, a bill of exchange, drawn by himself upon and accepted by a third person for £1,000. The drawer (the debtor) and the acceptor both become bankrupt. For what amount can the creditor prove against the estates of the drawer and acceptor respectively?

2. The acceptor of a bill of exchange gives security to the holder for payment of the bill. The drawer of the bill becomes bankrupt. Is the holder bound to surrender or sell his security before proving against the drawer's estate? State the reason for your answer.

3. In what cases is a creditor entitled to prove for interest on his debt, when interest has not been expressly agreed for?

4. A lessee, whose rent is payable half-yearly, becomes bankrupt in the middle of the half-year, having paid the last half-year's rent. Has the lessor any right of proof against the lessee's estate, and, if so, for what?

5. A firm of merchants, consisting of several partners, becomes bankrupt with assets belonging to the firm, and assets belonging to each of the individual partners. There are creditors of the firm, and creditors of each of the individual partners. How will the assets of the firm, and of the individual partners respectively, be administered in bankruptcy?

6. If the assets of either of the partners are more than sufficient to pay his private debts in full, how will the surplus be dealt with?

7. If the assets of the firm are more than sufficient to pay the debts of the firm in full, how will the surplus be dealt with?

8. If a bankrupt at the time of his becoming bankrupt has goods in his possession of which he is the reputed owner, such goods being in his possession with the consent of their true owner, what is the consequence?

9. What mode of proceeding must be adopted by a creditor to obtain an adjudication in bankruptcy against a trader?

10. What are the three things which must be proved by the creditor in support of an application for such an adjudication?

11. Can a trader be adjudicated bankrupt on his own application?

12. Can a person who has been adjudicated bankrupt obtain protection from arrest pending the proceeding under his bankruptcy; and, if so, how?

13. If the bankrupt is in custody at the time he is adjudicated bankrupt, has the Court power to order his release?

14. Are there any cases in which the Court is restricted from ordering such release? If so, mention any of such cases which you may remember.

15. State, generally, the effect of the order of discharge as regards the bankrupt's liability to debts.

V.—Criminal Law and Proceedings before Magistrates.

1. Define perjury and subornation of perjury.

2. What is it necessary to prove in support of an indictment for subornation of perjury.

3. What would be the liability of a person, who maliciously destroyed a work of art in a public museum?

4. Can the consequences of a conviction be in any way mitigated or avoided after conviction? and, if so, how?

5. May the truth of a libel be pleaded as a defence to an indictment for that offence? Give the authority for your answer.

6. To what consequences would a solicitor be liable who concealed any instrument relating to the title to land contracted to be sold?

7. Give instances in which a witness is privileged against answering questions put to him on the ground of injurious consequences of a civil character, and of a criminal character, respectively.

8. How should proceedings in bankruptcy be proved on a criminal trial?

9. Under what circumstances will a confession by the accused be inadmissible in evidence against him?

10. Is a servant who absents himself from his master's service, subject to any criminal liability? If so, what is such liability?

11. Can husbands and wives give evidence for and against each other in criminal proceedings?

12. Is the evidence of young childern, and of lunatics, under any, and what, circumstances admissible?

13. Is there any limit of time for the remand of a prisoner? Give the authority for your answer.

14. What protection does the law afford a person who apprehends that some bodily injury will be done to him by another? And how is it obtained?

15. Is a justice under any, and what, circumstances liable to an action in respect of any acts done by him as such?

ANSWERS TO QUESTIONS AT EASTER TERM. FINAL EXAMINATIONS.

I.—Common and Statute Law and Practice of the Courts.

(By Geo. Kenrick, Esq., Solicitor.)

1. To obtain judgment by default for want of appearance for a debt the plaintiff must cause the writ to be personally served or obtain an order for leave to proceed as if personal service were effected, make the usual affidavit of service and on the expiration of the time limited for a defendant to ap-

pear he prepares the judgment paper setting out particulars of the writ, and on filing the affidavit, together with a copy of the writ annexed or the order for leave to proceed as the case may be, the plaintiff obtains the seal of the court to the judgment, and proceeds to execution in due course for his debt and costs.

2. The common counts or counts in indebitatus assumpsit as they are called are applicable in all cases of actions for the recovery of simple contract debts or liquidated money demands, as if A. contracts to make B. a carriage, and delivers it so made according to agreement, A. may recover the value in a declaration containing the common money counts.

3. A plea is a traverse when it denies some essential part of the declaration. A plea in confession and avoidance is that which admits the averment of fact in the declaration to be true, but shows some new matter not mentioned therein which destroys the plaintiff's right of action. Thus in an action against the maker of a promissory note, if the defendant pleaded that he did not make the note that is a traverse, but where he pleads that he did make the note, but for an illegal consideration of which the plaintiff was aware, this is a plea in confession and avoidance.

4. On a plea of general issue to a common count. The plaintiff is put to prove generally those matters of fact from which the liability of the defendant arises. As for instance, if pleaded to a declaration containing counts for goods bargained and sold, and sold and delivered, it operates as a denial both of the bargain and sale, and sale and delivery, in point of fact. Pleading Rules, 1853, rule 6. The defendant may avail himself of a defence under the Statute of Frauds in an action for goods sold and delivered where he has verbally undertaken to answer for the debt of another and this is because the 4th section of the Statute of Frauds requires such an undertaking to be in writing, and by the 17th section, on a sale of goods, &c., over the value of £10, a note in writing is necessary.

5. A demurrer is a pleading which denies the sufficiency in point of law of the adversary's pleadings, while it admits the facts upon which the law is inferred. Special demurrers were abolished by the first Common Law Procedure Act, and objections that proceedings are defective in form can no longer be taken by demurrer.

6. The plea *puis darrein continuance* is pleaded when a defence to the action arises after the last pleading of the defendant, whether it be a matter of abatement or in bar, and it may be pleaded at Nisi Prius. It is accompanied by an affidavit that the matter thereof arose within eight days next before the pleading of such plea, unless the Court or a judge otherwise order.

7. A defendant may pay money into court in all actions on contracts, and for liquidated demands, and money should be paid when a tender is relied upon. When one or more of several defendants wishes to pay in he must obtain an order for that purpose also in actions in detinue, and on money bonds an order must be obtained. The excepted cases referred to are actions for assault, battery, false imprisonment, libel, slander, malicious arrest, or prosecution (See Common Law Procedure Act, 1852, s. 70).

8. Full notice of trial is ten days, and short notice only requires four days. (See Smith's Action at Law, 8th ed. p. 119). Where the issue has been joined in a town case in any term, or any vacation before it, and the plaintiff neglects to bring the issue on to be tried in or before the following term or during the vacation after it, the defendant may give twenty days' notice to the plaintiff to do so at the sitting next after the expiration of such notice, and the plaintiff must then give notice of trial, and bring the cause on, or in default the defendant may sign judgment for his costs.

9. Generally the costs of any issue of fact or law follow the judgment or finding upon such issue, and are adjudged to the successful party, whatever may be the result of other issues. In the case put the plaintiff would be entitled to the general costs of the cause, and the defendant would be entitled to deduct the costs of the issues found for him, but by the last County Courts Amendment Act, 30 & 31 Vict. c. 142, s. 5, in any action after passing of the Act, in the superior court where the plaintiff recovers a sum not exceeding £20 on contract he is not entitled to his costs unless the judge certifies that there was a reasonable cause for bringing the action in a superior court.

10. A lien is the right to retain the possession of a chattel from the owner until the certain claim thereon is satisfied, instances of which are the liens of a coachbuilder on the coach he repairs for the cost of such repairs, of a solicitor upon papers in his possession for his unpaid bill of costs, or that of a banker for the current balance due to him.

11. Before an attorney has a right of suing the client for his bill of costs, he must, one calendar month before he commences his action, have delivered or sent to the party charged therewith, the bill of his fees, charges, and disbursements subscribed by such attorney or enclosed in or accompanied by a letter signed by the attorney. (See 7 & 8 Vict. c. 73, ss. 37 & 38).

12. To support an action for a fraudulent misrepresentation it is necessary to show that the defendant made a representation of an existing fact which was false to his knowledge, or which he did not believe to be true, with intent to induce the plaintiff to act upon it, and that the defendant thereby induced the plaintiff to act upon it to his loss (*Pasley* v. *Freeman*, 2 Sm. Lead. Cas. 91).

13. A bill of exchange is an unconditional written order from one person to another, directing that other to pay a sum of money therein mentioned to the drawer or his order, or to a third person therein mentioned, or to his order. Notice of dishonour must be given to all parties to a bill of exchange but the acceptor (see Byles on Bills, chap. 23). Such notice must be given on the day next after that on which the bill is dishonoured, if the holder and the party to whom the notice is sent live in different places, or where they both live in the same town, or in London, notice must be given in time to be received on the day following that on which the bill was dishonoured (2 Steph. Com. 117, 4th ed.).

14. If a common carrier undertakes to carry goods safely and securely though gratuitously, he is responsible for any damage they may sustain in the carriage through his neglect, though he is to have nothing for the carriage, (*Coggs* v. *Bernard*, Sm. Lea. Cas. 171).

15. A guarantee is a promise in writing to answer for the payment of some debt, or the performance of some duty, in case of the failure of another person, who is himself in the first instance liable to such payment or performance. It must be in writing signed by the party to be charged or his lawful agent, must contain a certain promise, and the name of the person to whom the promise is made. It requires a consideration, but such consideration need not appear on the face of the instrument, and it usually requires to be stamped before it can be given in evidence. A warranty may be either expressed or implied, and it is a statement or assurance in writing with reference to the condition of any particular chattel or article sold or dealt with, as, for instance, a warranty of the soundness of a horse which must be in writing, and express, for a sound price does not amount to a warranty, and a warranty made after a sale would be void for want of consideration.

II.—Conveyancing.

(By J. Bradford and G. S. Green, Esqs.)

1. Where an owner of three estates, one freehold, one copyhold, and one leasehold, dies intestate. The freehold estate passes to his heir-at-law. The copyhold passes to the heir according to the custom of the manor. The legal interest in the leasehold vests in the administrator when appointed, the beneficial interest therein being divisible according to the statutes of distribution. The intestate's property is of course liable to the payment of his debts, if any.

2. In order to create an estate tail by deed it is necessary to use the word "heirs" together with words of procreation or lineal descent. In a will an estate tail may be created by any words denoting an intention to give the devisee an estate of inheritance descendible to his or some of his lineal descendants. The usual and proper words for creating an estate tail are "heirs of the body," "heirs male of the body," &c.

3. An estate in tail general is an estate which is descendible to all the heirs of the body, or heirs male of the body, or heirs female of the body, as the case may be, of the person who takes it. An estate in tail special is an estate which is descendible to such heirs of the body only as are begotten of two persons, male and female, to whom it is given, or to such heirs of the body of one person as are begotten by a particular husband or upon a particular wife (Smith's Comp. of Real and Pers. Prop. p. 155).

4. Where A. makes his will containing a general devise of all his real estate, and subsequent to the date of his will purchases other real estates, such subsequently purchased estates pass by the will in the same manner as estates previously purchased. The will now speaks as to

the real and personal estate comprised therein as from the death of the testator (1 Vict. c. 26.)

5. The following is the usual form of attestation to a will made since 1 Vict. c. 26. "Signed by the above-named A.B., the testator, as and for his last will and testament, in the presence of us present at the same time, who at his request in his presence and in the presence of each other, have hereunto subscribed our names as witnesses." But no particular form of attestation is necessary (1 Vict. c. 26, s. 9).

6. Succession duty is an incumbrance upon real estate, and in investigating a title on behalf of a purchaser it is consequently necessary to require evidence of the payment of succession duty when it has become payable (16 & 17 Vict. c. 71, s. 42).

7. In examining an abstract of title with the original deeds care should be taken—

i. That the abstract is correct as far as it goes, and that it wants nothing which is essential to the title of the property proposed to be dealt with.

ii. The amount of the stamps on the various instruments should be observed and noted in the margin of the abstract.

iii. The executions and attestations should be carefully examined, and if any of the deeds and documents present an unusual or suspicious appearance, a note should be taken thereof as a matter requiring explanation (*Kennedy* v. *Green*, 3 M. & K. 699).

8. It is usual for trustees who sell to enter into no other covenants than that they have not incumbered (Dart's Vendors and Purchasers, p. 51, 3rd ed.).

9. Where a testator devises his real estate to A. B., and bequeaths his personal estate to C. D., and on his death it appears that the real estate is subject to a mortgage, since the 31st December, 1854, A. B. would not be entitled to have the mortgage paid off out of the personal estate. The statute 17 & 18 Vict. c. 113, which altered the law in this respect, however, provides that the rights of persons claiming under any deed, will, or document made before the 1st of January, 1855, are not to be affected thereby. An Act of last session destroys the authority of certain cases which had gone a great way towards practically repealing the operation of the above-mentioned Act.

10. A conveyance to uses to bar dower is usually in the following form: He the said *grantor* doth hereby grant unto the said *grantee* and his heirs all that piece or parcel of land called Blackacre, &c. To hold the said premises unto the said *grantee* and his heirs to such uses for such estates, and in such manner as the said *grantee* shall by deed appoint; and in default of, and until such appointment or so far as any such appointment shall not extend to the use of the said *grantee* and his assigns during his life without impeachment of waste, and after the determination of that estate by any means in his lifetime, to the use of *dower trustee* and his heirs during the life of the said *grantee* in trust for him and his assigns; and after the determination of that estate, to the use of the said *grantee*, his heirs and assigns for ever.

If the purchaser was not married on or before the 1st of January, 1834, these uses are unnecessary, as by the Dower Act the dower can be barred by a testator by deed or will.

11. In order to complete the assignment of a policy of assurance, it is necessary to give notice to the office which has issued the policy, to prevent the acquisition of any interest by other persons.

12. A tenant for life impeachable for waste may cut wood for fuel or repairs, and may also cut underwood and lop pollards in due course; but he must not cut timber, plough up ancient meadows, open new quarries or mines, nor cut turf for sale on boglands where not previously cut for that purpose. A tenant for life unimpeachable for waste may do any of the last-mentioned acts.

13. An equity of redemption is the equitable estate belonging to the mortgagor (or those claiming under him) in property which is subject to a mortgage. It is the creature of Courts of Equity depending on the right given by them to redeem a mortgage which has become absolute at law.

14. A person to whose wife a legacy is given by a will is a good witness to the execution of such will, but the legacy is a bad legacy (1 Vict. c. 26).

15. If a man die intestate leaving a wife and children, his personal estate, after payment of debts, is divided into three parts, of which the wife takes one part, and the other two are equally distributed among the children.

III.—Equity and Practice of the Courts.

(By G. S. Green and J. Bradford, Esqs.)

1. If distinct estates have been mortgaged by separate deeds to the same person, a court of equity will not, if the mortgagee oppose, permit the mortgagor to redeem one without redeeming both (*Jones* v. *Smith*, 2 Ves. 376), nor will it do so even where the estates were originally mortgaged to separate mortgagees for separate debts if both debts become united in the same creditor (*Selby* v. *Pomfret*, 9 W. R. 356, 1 J. & H. 336; affirmed 9 W. R. 583).

2. A mortgagee, who has sold the mortgaged property under his power of sale can sue the mortgagor upon his covenant for any balance of the debt and interest which may remain due to him.

3. Equity will relieve a lessee against forfeiture for breach of covenant for non-payment of rent, provided the suit be commenced before or within six months after execution has been executed upon a judgment in ejectment obtained by the lessors (4 Geo. 2, c. 28). The Court has no jurisdiction to relieve against forfeiture for breach of a covenant to repair, nor had, in case of breach of a covenant to insure until the Statute 22 & 23 Vict. c. 35, by which it is empowered to grant relief where no loss or damage has occurred, and the breach has been committed by accident, or mistake, or without fraud, or gross negligence, and there is a proper insurance on foot at the time of the application. The lessee is not however to be relieved more than once, and a memorandum is to be made on the lease.

4. Dissolution of a partnership can be obtained by any partner before the expiration of the term by a suit in equity, upon any of the following grounds:—

i.—That the business cannot be carried on without loss (*Jennings* v. *Baddeley*, 3 K. & J. 78).

ii.—That any partner has become a confirmed lunatic (*Jones* v. *Noy*, 2 M. & K. 125).

iii.—Or has so grossly misconducted himself in the matter of the partnership business that it has become impossible for his partners to act in concert with him (*Harrison* v. *Tennant*, 21 Beav. 482).

iv.—The transfer of the share of any partner by assignment, bankruptcy (*Ex parte Smith*, 5 Ves. 297), marriage of a female partner (*Hirst* v. *Burnand*, 2 Bligh, N. S. 215), or death (*Bell* v. *Nevin*, 1 W. R. 331).

v.—That the continuance of the partnership has become illegal.

vi.—That there has been fraud vitiating the original contract.

vii.—In case of death of one partner.

Equity will interfere to prevent a sudden dissolution of a partnership-at-will, if such dissolution would cause an irreparable injury.

5. The following are some of the cases in which the Court is accustomed to interfere by injunction to prevent injury to property, viz:—The obstruction of ancient lights, waste, the infringement of patents, or of copyright, nuisance. To obtain the injunction a bill must be filed, and a motion must be made, supported, of course, by affidavits.

6. Equity will restrain tenants for life, though unimpeachable for waste, from cutting timber which has been planted for ornament or shelter of a mansion house, and also from destroying houses or doing other wanton, malicious, and destructive waste (See notes to *Garth* v. *Cotton*, Wh. & Tu. Lead. Cas. in Eq. vol. ii).

7. Contracts and dealings by trustees, solicitors, and other persons in a fiduciary position, with the parties for whom they act, will be set aside unless they can establish that the transaction was fair and open, and that they fully communicated to the other person all the knowledge of the property which they have acquired in such position, so that such other party was under no disadvantage in the transaction. The fact of the price being adequate is not in itself sufficient to support such a transaction. The rule does not, however, apply to dealings with property not part of the trust property, or respecting which the solicitor was not employed (See notes to *Fox* v. *Mackreth*, Wh. & Tu. Lead. Cas. vol. i.).

8. A husband is entitled to the rents and profits during the coverture of his wife's *freehold* property, and after her decease (if he survive her, and her estate was an estate of inheritance, and a child has been born capable of inheriting the property), he will be entitled to an estate for his life as tenant by the courtesy.

As to *chattels*, *real* or *leaseholds for years*, he is entitled to

the rents and profits thereof, and can sell or mortgage them as he pleases; but if he dies without having done so, and his wife survive, she will be entitled thereto by survivorship.

As to *chattels personal* in possession, they belong to the husband absolutely, but chattels personal not in possession, *i. e.*, choses in action, do not belong to him until he reduces them into his possession. If he omit to do that during the coverture, they will belong to his wife, if she survive. And if he be the survivor, he will only become entitled to them by taking out administration to her estate.

All such property, except the freehold, can be dealt with (subject to the wife's right of survivorship as to the choses in action) by the husband without the wife's concurrence. With respect to the freeholds, she must concur in the conveyance, and duly acknowledge it under the Fines and Recoveries Abolition Act (3 & 4 Will. c. 74). When the property is settled to the separate use of the wife, she can alone deal with the equitable interest therein as fully as if she were unmarried, unless were there is a restraint on anticipation.

9. A person will not be permitted to avoid performance of his obligation by paying the penalty made payable in case of nonperformance, unless it appear from the contract that it was intended that he was to have the option of doing the act or paying the penalty (*Peachy* v. *Duke of Somerset*, Wh. & Tu. Lead. Cas.).

10. Equity will set aside all contracts obtained by fraud or undue influence, and the Court, until recently, always presumed fraud in case of contracts for sale of reversionary interests if the price was inadequate (*Chesterfield* v. *Janssen*, Wh. & Tu. Lead. Cas. vol. i.). But by a recent Act it has been enacted that the Court shall not in future set aside dealings with reversions merely on the ground of inadequacy of price.

11. Proceedings in equity may be commenced by bill, information, administration summons, or by petition. The defendant is brought before the Court by serving him with a copy of the bill with a *subpœna* thereon. If the defendant be out of the jurisdiction, however, the plaintiff may obtain an order for leave to serve the bill abroad (*Drummond* v. *Drummond*, 2 L. R. Eq. 335).

12. If the plaintiff requires an answer to his bill, he must file interrogatories, and serve a copy thereof on defendant within eight days after the time limited for defendant's appearance —*i.e.*, within sixteen days after service. The defendant, if not required to answer, may file a voluntary answer within thirty days after service of the bill, or such further time as may be allowed.

13. The plaintiff may except to the defendant's answer for insufficiency or for scandal. A voluntary answer can, however, only be excepted to on the latter ground. The exceptions must be filed within six weeks after the answer is filed.

14. The plaintiff can obtain production of documents in defendant's possession by a summons in chambers at any time, and the defendant may obtain production of the documents in plaintiff's possession, but not until he has put in his answer (if required to answer), and the plaintiff has had an opportunity of considering whether he will except to such answer.

15. By the 28 & 29 Vict. c. 99, an equitable jurisdiction has been conferred on the county courts in cases where the subject-matter involved in the dispute does not exceed £500.

IV.—Bankruptcy and Practice of the Courts.

(By G. A. Rooks, Esq., Solicitor.)

1. The creditor can prove for £500, the amount of his debt against the estate of the bankrupt drawer, exhibiting the bill as a security, and he can also prove for the whole amount of the bill against the estate of the bankrupt acceptor, but in the latter case he will only be entitled to a dividend on the amount of his debt (1 Griff. & Hol. Bkcy. 610).

2. The holder is not bound to surrender or sell his security before proving against the drawer's estate. The rule which requires a creditor holding security to surrender or realize it before proving only applies where the security is over property belonging to the bankrupt, and not where it has been given by, upon, or over the estate of a third person (Shefford's Bankruptcy, p. 568).

3. Where the creditor has demanded payment of the debt in writing, and the debt is fixed and certain (Act. 1849, s. 180).

4. Yes, for a proportionate part of the current half-year up to the date of the adjudication (Act. 1861, s. 150).

5. Under the joint-adjudication of a firm not only are the assets of the firm distributed amongst the joint-creditors, but the separate assets of each partner are also distributed amongst his own separate creditors. The joint-assets will be applied in payment of the joint-debts, and the separate assets of each in payment of the debts of the partner to whose separate estate such assets belong.

6. The surplus will be carried to the credit of the joint estate, (2 Lind. Partnership 1175).

7. The surplus of the joint estate after satisfying the joint debts and interest is next to be applied in satisfying the lien of each partner—that is, the share of each partner in the capital; and after so satisfying the individual liens of the partners, the residue is divided according to the interests of the partners, the amount so paid in satisfaction of the lien and share of each partner is carried to the credit of such partners' separate estate (2 Lind. Partnership, 1173).

8. If a bankrupt, by the consent and permission of the true owner, has in his possession, order, or disposition, any "goods or chattels" as reputed owner, or in respect of which he has taken upon himself the sale, alteration, or disposition as owner, the Court may order the same to be sold for the benefit of the creditors (Act, 1849, s. 125).

9. If an act of bankruptcy has been committed a petition may be at once filed in the court within the district of which the debtor has resided or carried on business for six months next immediately preceding, or for the longest period during such six months (Act, 1861, s. 88), by any creditor to the requisite amount, who must then proceed to obtain adjudication within three days (or such further time as may be allowed by the Court), by proof of trading, act of bankruptcy committed within twelve months, and sufficiency of petitioning creditor's debt.

10. The three things to be proved in support of an application for adjudication of bankruptcy against a trader are—(1) the sufficiency of the petitioning creditor's debt; (2) the trading by the bankrupt; and (3) the act of bankruptcy (Act, 1849, s. 101).

11. Any debtor, whether trader or not, may petition for adjudication against himself, and the filing of such petition is an act of bankruptcy, without any previous declaration of insolvency by such debtor (Act, 1861, s. 86).

12. A person who has been adjudicated bankrupt can obtain protection from arrest pending the proceedings under his bankruptcy by surrendering himself to the Court (Act, 1849, s. 112.)

13. Yes, either immediately or on conditions, two days' notice being given to the detaining creditor (Act, 1849, s. 112).

14. The Court is restricted from ordering the release of a bankrupt where he is in custody for a debt contracted by fraud or breach of trust, or by reason of an offence, or for a debt by reason of any judgment for breach of the revenue laws, or for breach of promise of marriage, seduction, criminal conversation, libel, slander, assault, battery, malicious arrest, malicious trespass, or for maliciously filing or prosecuting a petition for adjudication of bankruptcy (Act, 1849, s. 112).

15. The order of discharge, on taking effect, releases the bankrupt from all debts, claims, and demands proveable under the bankruptcy.

[For want of space we reserve the answers to the criminal questions until our next number.]

QUESTIONS FOR THE INTERMEDIATE EXAMINATION.

Easter Term, 1868.

I.—Preliminary.

1. What is now your age?

2. Where, and with whom, are you serving your clerkship?

3. State the particular branch or branches of the law to which you have hitherto principally applied yourself?

4. Mention some of the principal law books you have read and studied.

5. Have you attended any, and what, law lectures, or law classes?

II.—From Chitty on Contracts.

6. Define a simple contract. In what respects is it distinguished from a contract under seal?

7. What do you understand by a consideration sufficient to support a promise not under seal?

8. Is a consideration essential in the case of a bill of ex-

change, or of a promissory note? What is the presumption as to the consideration?

9. Give an instance or two in which a contract will be implied from the acts of the parties.

10. In what manner does the Statute of Frauds effect contracts for the sale of goods?

11. What is a guarantee?

12. State a case or two in which an action for money had, and received, would lie.

III—From Williams on the Principles of the Law of Real Property.

13. Define the difference between the rights and obligations of a rector and vicar.

14. State, fully, the various kinds of property in respect of which succession duty is payable, and when?

15. Explain the meaning of the following terms:—*a.* emblements; *b.* disgavelled; *c.* underlessee.

16. Mention all the modes in which a will may be revoked.

17. In what towns and counties must conveyances be registered.

18. Under what circumstances, and with what exceptions, can a married woman convey, or assign, her real or personal estate.

19. If A. dies intestate and unmarried, leaving a mother, sister, and nephew, and niece, the children of a deceased brother, and no other relations, who will be entitled to his freeholds of inheritance, his leaseholds for years, and personal estate, and in what proportions?

IV.—From J. W. Smith's Manual of Equity Jurisprudence.

20. Give two of the leading maxims in equity, and an instance of the application of each?

21. "Equity" as administered in our Court of Chancery, differs from "natural equity" or "natural justice." Give some explanation why this is so.

22. Name some, or all, of the several heads under which "equity" is divided, and considered in Mr. Smith's manual; and describe one, at least, of such heads.

23. Courts of law and of equity deal differently with breach of non-performance of contracts. What is the leading distinction in the exercise of their respective jurisdictions?

24. What is an equity of redemption?

25. Define "election," and give an instance of the application of the doctrine.

26. Give some instance of the relations between husband and wife, which arise, or are recognized, in equity, but which do not exist at law.

V. Book Keeping.

27. A merchant obtains a loan of £10,000 from his banker. Explain how the entries should be passed in his books.

28. A firm in India, having a corresponding house in England, remits them (say £5,000), in bills on London houses, as cover for bills for a similar amount drawn by them upon the London firm. Give the entries required in the London books as to the bills so remitted.

29. Give an explanation of the term "balance sheet," and describe a profit and loss account.

30. A wholesale house, say B. & Co., sells to A. goods to the amount of £50, drawing a bill on him for the amount less 5 per cent, discount. Give a form of the account between B & Co., and A.

31. Explain the entries in the various books of B & Co., necessary in the above transaction.

CALLS TO THE BAR.—April 30.

By the Hon. Society of the Middle Temple:—Edward Selby Campbell, John Maskell, B.L., Madras; Louis Samson, B.A., Oxford; George Caledon Alexander, B.A., Oxford; James Michael Errington, B.A., Trinity College, Dublin; John Cameron Macgregor, and Arthur Reginald Rudall.

By the Hon. Society of the Inner Temple:—Edward Heneage Wynne Finch, B.A., Cambridge; William Frederick Lawton, B.A., Cambridge; Henry Randolph Finch, B.A., Oxford; Richard Leckonby Hothersall Phipps, Francis William Maclean, B.A., Cambridge; Joseph Francis Lesse, B.A., London; Philip Thresher, B.A., Oxford; Cranstoun Kerr, Oxford: Frederick Alexander Whitaker, and Henry Kingsmill, jun., M.A., Dublin.

By the Hon Society of Lincoln's-inn:—Richard Hillebrand Morgan, B.A., Cambridge; Charles Colin Macrae, B.A., Oxford; Henry Waldemar Lawrence, B.A., Cambridge; George Borthwick, B.A., Cambridge; Henry George Middleton Kirby, B.A., Cambridge; George Bernard Harvey Drew, B.A., Cambridge; Richard Everard Webster, B.A., Cambridge; Frederic Robert Wickham, M.A., Oxford; Richard Warwick, LL.B., Cambridge; John Khelat Darley, B.A., Dublin; William Charles Webb, Pherozeshah, Meherwanjee Mehta, M.A., Bombay University, and William Ralph Benson.

COURT PAPERS.

ORDER IN CHANCERY.

Whereas by the 5th of the Consolidated Orders of this court, rule 6, it is provided, that the Lord Chancellor may from time to time, by special order, direct the offices to be closed on days other than those mentioned in the first rule of the said order. And whereas Saturday, the 23rd day of May, has been appointed for the celebration of Her Majesty's birthday, and such event has been heretofore observed as a general holiday in the several offices of this court, his Lordship doth therefore order that the several offices of this court be closed on Saturday, the 23rd day of May. And that this order be entered and set up in the several offices of this court.

(Signed) Cairns, C.

COURT OF QUEEN'S BENCH.

Easter Term.

This Court will, on Saturday, the 9th, and Monday, the 11th days of May instant, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending; and will give judgment in cases then standing for judgment.

May 1, 1868.

ADMISSION OF ATTORNEYS.

Easter Term, 1868.

The following days have been appointed for the admission of attorneys in the Court of Queens Bench:—

Thursday ..... May 7 | Friday ..... May 8

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Friday, the 8th of May, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in, on the above day, must leave his common law admission, or his certificate of practice for the current year, at the Secretary's office, Rolls-yard, Chancery-lane, on or before Thursday, the 7th of May, 1868.

The papers of those gentlemen who cannot be admitted at common law till the last day of term will be received at the Secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

The Case of Colonel Nagle.—It is stated that "Colonel" Nagle will be brought to trial on the 9th May next in the Court of Queen's Bench. An intimation to this effect has been forwarded to Mr. Adams, the American Minister to the Court of St. James's. As most important and delicate questions of international law are likely to arise, it is probable that a trial at bar will be sought for.

Marriage After Divorce.—The returns just issued show that there were 23 marriages in England and Wales in 1866 in which one or other of the contracting parties was stated to have been previously divorced. Nine divorced men married spinsters, five divorced men married widows, eight bachelors and one widower married divorced women. These numbers are considerably less than those of the previous year, when there were 48 cases of marriage after divorce—viz., 23 divorced men married spinsters, four divorced men married widows, 17 bachelors married divorced women, three widowers married divorced women, and one divorced man married a divorced woman. In 1864 there were 22 cases of marriage after divorce, in 1863 there were 20 cases, and in 1862 there were 29 cases. In the five years 1862-66 there were 142 marriages in which one or other of the contracting parties was stated to have been previously divorced.—*Times.*

The legislature of Ohio has passed a bill which provides that all persons engaged as principals in any prize-fight which shall take place in that state shall be liable, on conviction, to imprisonment in a penitentiary for not less than one or more than ten years; and that backers, seconds, umpires, and reporters at prize fights shall be liable to not less than ten days' or more than three months' imprisonment, in addition to fines of not less than fifty dollars or more than 500 dollars.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, April 30, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94	Annuities, April, '85 12⅝
Ditto for Account, June 4, 94⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 92⅛	Ex Bills, £1000, per Ct. 17 p m
New 3 per Cent., 92⅛	Ditto, £500, Do 17 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 12 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year) 245
Do. 5 per Cent., Jan. '72	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 216	Ind. Enf. Pr., 5 p C., Jan. '72 104
Ditto for Account	Ditto, 5½ per Cent., May, '79 109
Ditto 5 per Cent., July, '80 116½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 105⅝
Ditto 4 per Cent., Oct. '88 101½	Do. Bonds, 5 per Ct., £1000, 23 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 27 p m
Ditto Enfaced Ppr., 4 per Cent. 88½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	103
Stock	Great Eastern Ordinary Stock	100	34⅜
Stock	Do., East Anglian Stock, No. 2	100	7⅛
Stock	Great Northern	100	103
Stock	Do., A Stock*	100	98⅜
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	84⅜
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	53¼
Stock	London, Chatham, and Dover	100	19½
Stock	London and North-Western	100	116½
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	44½
Stock	Metropolitan	100	112⅛
Stock	Midland	100	109⅜
Stock	Do., Birmingham and Derby	100	78
Stock	North British	100	34
Stock	North London	100	118
10	Do., 1866		11⅜
Stock	North Staffordshire	100	58
Stock	South Devon	100	45
Stock	South-Eastern	100	74½
Stock	Taff Vale	100	144

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	3 0 0	6 15 0
10000	7l 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7l 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	40 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	47 0 0
20000	...	Home & Col. Ass., Limtd.	50	5 0 0	0 15 0
7500	9½ per cent	Imperial Life	100	10 0 0	16 0 0
50000	6 per cent	Law Fire	100	2 10 0	4 2 6
10000	32½ pr cent	Law Life	100	10 0 0	88 10 0
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 1 3
40000	10 pc & bs	North Brit. & Mercantile	50	6 5 0	18 5 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	300 0 0
—	6½ per cent	Sun Fire	...	All	165 0 0xd
4000	...	Do. Life	...	...	

MONEY MARKET AND CITY INTELLIGENCE.

The week opened with a slight advance, which the news from Abyssinia speedily converted into a decided rally, and consols were soon quoted at 94⅛ to 94⅜. The upward movement, however, was not well sustained, and the prices soon showed a tendency to creep back towards the point at which they have stuck for so many months. After several falls and rallies, the last advices leave consols at 94 to 94⅛, having still a slight advance over the price which until now had seemed to be a permanent fixture. In the other markets the favourable influence of the late news has been distinctly felt. Railway investments have shown some improvement, and foreign securities have manifested considerable steadiness.

THE STATE PRISONERS.—The writ of error in the case of Denis Dowling Mulcahy has been lodged in the proper office of the House of Lords, and it is likely that the case will be brought to hearing in the second week of May. In Mr. Pigott's case, a memorial praying the Attorney-General's fiat to a writ of error was lodged on Tuesday last, but no reply has as yet been received by Mr. Lawless, the solicitor for the prisoner. Yesterday a memorial forwarded by Mr. Lawless on behalf of Mr. A. M. Sullivan, seeking the Attorney-General's fiat to a writ of error on the ground of technical errors, as in Mr. Pigott's case. Should these fiats be obtained, the prisoners, as misdemeanants, will be entitled to their discharge upon bail, pending the decision of the Court of Appeal, under the provisions of an Act of Parliament passed in the year 1845. The memorials in each case have been signed by Messrs. Butt, Q.C., Heron, Q.C., and Constantine Molloy. —*Saunders' News Letter.*

CONCEALMENT OF GOODS FROM THE SHERIFF.—*The Pittsburgh Legal Journal* recounts the following argument which lately took place in the district court of that locality:—"On motion for a rule in an interpleader case, in the district court lately, Mr. Kuhn, for plaintiff in the execution, read an affidavit charging that defendant secreted from the sheriff in claimant's cellar, an ice cream freezer, and other articles; and told one A. B. that he would put the freezer "where the Devil himself would not get it." Per contra, Mr. Bruce, for defendant, suggested that the remark itself did not show an intention to conceal, as it could not be supposed the Devil would take an ice cream freezer, no matter where it was placed; he had no need for such an article in his establishment. Mr. Kuhn, in reply, contended it was just the thing for the Devil—exactly what his boarders most desired; a most popular institution for the hot country, and cited Dives' Appeal. . . . The court granted the rule, being of the opinion that defendant was more afraid of the sheriff than he was of the Devil; and that his remark, *inter alia*, indicated an intention to conceal the property from all parties.

ESTATE EXCHANGE REPORT

AT THE MART.

April 16.—By Messrs. BREWER & SON.

Freehold building land, situate at Teddington, Middlesex, in 17 lots:—Lot 7 sold for £345; lot 8 sold for £830; lot 9 sold for £720; lot 10 sold for £1,000; lot 13 sold for £940.

April 20.—By Messrs. BROMLEY, SON, & KELDAY.

Leasehold House, No. 24, Nottingham-place, Commercial-road East, let at £24 per annum, term 19 years unexpired, at £4 14s. per annum—Sold for £130.

By Mr. WHITTINGHAM.

Freehold building-land, being a portion of the "Collier's Wood Estate," Lower Tooting, in 34 lots. Lot 1 to 152 comprised previous sales.—Lot 153 sold for £62; Lot 154, £62; Lot 155, £62; Lot 166, £97; Lot 169, £76; Lot 170, £108; Lot 171, £93; Lot 172, £90; Lot 173, £84; Lot 174, £84; Lot 175, £77; Lot 176, £77; Lot 181, £75; Lot 182, £75; Lot 184, £85; Lot 186, £112.

Freehold building-land, fronting Neville-road, Upton, Essex, in 40 lots. Lot 4 sold for £31, Lot 21, £28; Lot 22, £28.

April 21.—By Messrs. FAREBROTHER, CLARK, & Co.

Leasehold residence, No. 20, Hugh-street West, Pimlico, let at £40 per annum; term, 70 years unexpired, at £1 per annum—Sold for £380.

Leasehold, two residences, Nos. 10 and 11, Churton-place, Pimlico; term, 61 years unexpired, at £12 16s. per annum—Sold for £830.

Leasehold, two residences, Nos. 1 and 2, Nairn Villas, Richmond-road, Dalston; term, 77 years unexpired, at a peppercorn rent—Sold for £1,340.

Leasehold residence, No. 253, City-road, let at £45 per annum; term 18 years unexpired, at £10 per annum—Sold for £350.

Leasehold business premises, No. 1, Wenlock-road, City-road, let at £45 per annum; term, 18 years unexpired at £12 per annum—Sold for £300.

Freehold estate, known as "Perryman's Farm," Rotherfield, Sussex, comprising a farmhouse, with outbuildings and 30a. 2r. 8p. of arable, pasture, and woodland—Sold for £1,350.

Freehold estate, known as "Steep Farm," and "Bine's Field," Rotherfield, Sussex, comprising a cottage, buildings, and 39a. 3r. 10p. of lands—Sold for £1,040.

Freehold estate, known as "Little Nineveh," "Goldsmith's," and "Forest Farms," in the parish of Benenden, Kent, comprising farmhouses, buildings, and lands, 143a. 1r. 38p.—Sold for £5,400.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold residence, No. 37, Cornwall-road, Bayswater, annual value, £80; term, 99 years from 1860, at £13 per annum—Sold for £750.

Freehold ground-rent of £40 10s. per annum, secured on Nos. 1 to 9, Alpha-place, Raglan-street, Kentish Town—Sold for £800.

Freehold residence, No. 2, Wimbledon Park-road, let at £60 annum—Sold for £900.

Freehold, two residences, Nos. 18 and 19, Wimbledon Park-road, producing £95 per annum—Sold for £1,380.

Freehold residence, No, 8, Middleton-terrace, Merton-road, Wandsworth, let at £32 per annum—Sold for £490.

Freehold ground-rents of £14 per annum, secured on Nos. 3 and 4, Middleton-terrace—Sold for £295.

By Messrs. ELLIS & SON.

Freehold residence, No. 151, the Grove, Camberwell—Sold for £1,060.

By Mr. FRANK LEWIS.

No. 50, Mortimer-street, Cavendish-square, let at £112 per annum; term, 40 years from 1855, at £36 per annum—Sold for £760.

Leasehold house, No. 57, Mortimer-street, let at £100 per annum; term, 32 years from 1851, at £60 per annum—Sold for £330.

Leasehold house, No. 58, Mortimer-street, let at £65 per annum; term, 27¼ years from 1855, at £42 per annum—Sold for £195.

Leasehold, two houses, Nos. 59 and 60, Mortimer-street, producing £130 per annum; terms, 27¼ years from 1855, and 27½ years from 1856, at £83 per annum—Sold for £335.

Leasehold house, No. 24, Margaret-street, Cavendish-square, let at £88 per annum; term, 40 years from 1858, at £40 per annum—Sold for £510.

Leasehold premises, No. 22, Howland-street, and stabling, No. 44, Howl and Mews, Cavendish-square, producing £105 per annum; term, 84 years from 1790, at £8 per annum—Sold for £300.

Leasehold house and shop, No. 52, Great Portland-street, let at £85 per annum; term, 40 years from 1833, at £40 per annum—Sold for £235.

Leasehold, 3 houses and shops, Nos. 244, 246, and 248, Great Portland-street, let at £56 each per annum; term, 45 years from 1864, at £18 per annum—Sold for £1,585.

Leasehold, 4 houses, Nos. 58 to 61, Bolsover-street West, producing £347 per annum; term, 45 years from 1864, at £15 10s. each per annum—Sold for £2990.

Leasehold, 2 houses, Nos. 62 and 63, Bolsover-street, producing £160 per annum; term, 40 years from 1865, at £30 per annum—Sold for £1,395.

Leasehold house, No. 5, Upper Marylebone-street, let at £96 per annum; term, 32 years from 1865, at £20 per annum—Sold for £710.

Leasehold house, No. 5, Saville-street, Foley-street, Soho, let at £65 per annum; term, 39 years from 1859, at £12 per annum—Sold for £445.

Leasehold, 4 houses, Nos. 50, 54, 56, and 57, High-street, Bloomsbury, producing £282 per annum; term, 21 years from 1854, at £120 per annum—Sold for £560.

Leasehold house, No. 55, High-street, Bloomsbury, let at £50 per annum; term, expiring in 1877, at £26 per annum—Sold for £125.

By Messrs. Glasier & Sons.

Freehold house, builder's yard, and workshops, No. 63, Lant-street, Borough, let on lease, at £300 per annum—Sold for 5,050.

April 22.—By Messrs. E. Smith & Co.

Leasehold premises, Nos. 324, 326, 328, and 46, Mortimer-street, Regent-street, let on lease at £390 per annum; term, 51 years unexpired, at £135 per annum—Sold for £3,600.

By Messrs. E. Fox & Bousfield.

Leasehold, 3 residences, Nos. 10, 11, and 12, Outtrim-terrace, Queen's-road, Dalston, producing £113 2s. per annum; term, 89 years from 1858, at £9 per annum—Sold for £715.

Leasehold house, No. 9, Sussex-place, Livermere-road, Dalston, let at £28 per annum; term, 92 years from 1847, at £3 per annum—Sold for £230.

Leasehold, 11 houses, Nos. 4 to 12, Kensington-place, producing £280 per annum; term, 52 years unexpired, also leasehold ground-rents amounting to £314 7s. per annum (for 52 years), secured on property at Westminster, the whole held at £122 12s. per annum ground-rent—Sold for £3,560.

Leasehold, ground-rents, &c., of £324 per annum, secured on property in Johnson-street and Horseferry-road, Westminster; term, 55 years unexpired, at £100 per annum—Sold for £3,010.

April 23.—By Messrs. Fuller, Horsey, Son, & Co.

Leasehold warehouses, known as Muggeridge's Granaries, Upper Thames-street; term, 14½ years unexpired; at £305 per annum—Sold for £2,000.

By Mr. Robins.

Leasehold, 2 houses, Nos. 77 and 79, Denmark-road, Kilburn, producing £68 per annum; term, 92 years unexpired, at £10 10s. per annum—Sold for £660.

Freehold ground-rents amounting to £20 per annum, secured on Nos. 13, 15, 17, and 19, Sydney-street, Fulham-road—Sold for £635.

Leasehold house, No. 10, Chichester-street, Claverton-street, St. George's, Pimlico, let at £60 per annum; term, 72 years from 1861, at £29 per annum—Sold for £200.

Leasehold house, No. 14, Chichester-street, annual value, £60; term, 71 years from 1862, at £9 per annum—Sold for £565.

Leasehold, 2 residences, Nos. 1 & 2, Malden-villas, Coombe-road, New Malden, producing £.6 per annum; term, 88 years from 1865, at £12 per annum—Sold for £500.

By Messrs. Peake, Son, & Eden.

Freehold house, No. 18, Clarence-street, Rotherhithe, let at £14 8s. per annum—Sold for £185.

By Mr. F Sadgrove.

Beneficial interest in the lease of a house and shop, No. 47, Duke-street, Aldgate, let at £40 per annum; term, 10 years from 1853, at £28 per annum—Sold for £45.

By Mr. H. Sowdon.

Leasehold house, No. 24, Weymouth-street, High-street, Marylebone, let at £40 per annum; term, 96½ years from 1777, at £6 per annum—Sold for £80.

Leasehold house, No. 47, Shouldham-street, Edgware-road, let at £35 per annum; term, 77½ years from 1810, at £6 10s. per annum—Sold for £200.

By Messrs. C. C. & T. Moore.

Leasehold, 2 houses and shops (one a beershop), Nos. 12 and 13, Church-row, Stepney, producing £63 per annum; term, 50 years unexpired, at £15 per annum—Sold for £540.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BUTLER—On April 26, at 43, Gloucester-terrace, Hyde-park, the wife of Spencer Perceval Butler, Esq., Barrister-at-Law, of a daughter.

PELLATT—On April 28, at the Green, Banbury, the wife of D. P. Pellatt, Esq., Solicitor, of a son.

WARE—On April 23, at 17, Norfolk-crescent, Hyde-park, the wife of Martin Ware, jun, Esq., of a son.

MARRIAGES.

LATHBURY—PRICE—On April 25, at All Saints' Church, Knightsbridge, Daniel Conner Lathbury, Esq., Barrister-at-Law, to Bertha Penrose, daughter of Bonamy Price, Esq., Prince's-terrace, Prince's-gate.

LEEMING—MASON—On April 28, at St. John the Baptist Catholic Church, Brighton, Chas. Leeming, Esq., Barrister-at-Law, of the Middle Temple, to Isabella, daughter of Math. Mason, Esq., of Portland-place, Brighton.

DEATHS.

BAILEY—On April 22, at 4, Holland-villas-road, Kensington, Marie-Emilie, the beloved wife of John Rand Bailey, Esq., Solicitor, aged 37 years.

CLARK—On April 29, at 17, Great Stuart-street, Edinburgh, Sophia Elizabeth, daughter of Andrew Rutherfurd Clark, Esq., Advocate, aged six years and ten months.

LONGFIELD—On April 28, at his residence, 33, Merrion-square, South Dublin, Robert Longfield, Esq., Q.C., Chairman of the County of Galway, formerly M.P. for Mallow.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, April 24, 1868.

Limited in Chancery.

Guaranteed Securities Association (Limited).—Petition for winding up, presented April 21, directed to be heard before Vice Chancellor Giffard on Thursday, May 7. Billing, Chapel-pl, Poultry, solicitor for the petitioner.

Liverpool Marine Credit Company (Limited and Reduced).—Petition for confirming a resolution reducing the capital from £200,000 to £100,000, presented April 17, is now pending. Chester & Urquhart, Staple-inn, solicitors for the company.

Umzinto Plantation and Trading Company of Natal (Limited).—Petition praying that the voluntary winding up may be continued, presented April 21, directed to be heard before the Master of the Rolls on May 2. Kearsey, Bucklersbury, solicitor to the petitioners.

Tuesday, April 28, 1868.

Limited in Chancery.

Arni Marble Company (Limited).—Vice-Chancellor Stuart has, by an order dated April 17, ordered that the above company be wound up, Young, Poet's Corner, Westminster, solicitor for the petitioners.

Fremator Granite Company (Limited).—Vice-Chancellor Giffard has, by an order dated April 20, appointed David Parry, 3, White Lion-court, Cornhill, to be official liquidator.

Provincial Union Assurance Company (Limited).—Petition for winding up, presented April 25, directed to be heard before Vice-Chancellor Malins on Thursday, May 7. Rooks & Co, Eastcheap, solicitors for the petitioner.

Southampton Imperial Hotel Company (Limited).—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Edmund Pullein, Allhallows-chambers, Lombard st. Wednesday, June 10, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Unlimited in Chancery.

Accidental Death Insurance Company.—The Master of the Rolls has, by an order dated April 18, ordered that the voluntary winding up of the above company be continued. Sadler, Golden-sq, solicitor for the petitioner.

Clifden Benefit Building Society.—The Master of the Rolls has, by an order dated April 18, ordered that the above society be wound up. Byrne, Whitehall, solicitor for the petitioner.

Stannaries of Cornwall.

Trumpet United Mining Company.—The Vice-Warden of the Stannaries has, by an order dated April 22, ordered that the above company be wound up. Roberts, Truro, solicitor for the petitioners.

South Lovell Mining Company.—Petition for winding up, presented April 22, directed to be heard before the Vice-Warden, at the Prince's-hall, Truro, on Wednesday, May 13, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before May 9, and notice thereof must, at the same time, be given to the petitioner or his solicitor. Roberts, Truro, petitioners' solicitor.

Friendly Societies Dissolved.

Friday, April 24, 1868.

Cowden Friendly Society, Crown Inn, Cowden, Kent. April 20.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, April 24, 1868.

Green, Wm Grave, Manningtree, Essex, Butcher. May 25. Green v Green, M. R.

Greenwood, Wm Watson, Bradford, York, Corn Miller. May 22. Greenwood v Lord, V.C. Malins.

Hardcastle, John, Surrey-sq, Kent-rd, Underwriter. May 22. Finlason v Tatlock, M. R.

Treweek, Jas. Amlweh, Anglesea, Esq. June 1. Treweek v Treweek, V.C. Stuart.

Watson, Stephen Hanks, Woodstock, Oxford, Cordwainer. May 20. Quelch v Watson, V.C. Malins.

Tuesday, April 28, 1868.

Evans, Thos, Cardiff, Glamorgan, Maltster. May 25. Evans v Evans, V.C. Stuart.

Graham, John, Baldhow, Cumberland, Yeoman. May 22. Scott v Armstrong, V.C. Giffard.

Guest, Robt, Charles County, Maryland, America. Nov 2. Harris v Lees, V.C. Stuart.

Hutchins, Chas Geo, Lpool, Engraver. May 22. Hutchins v Hutchins, County Palatine of Lancaster.

Pierie, John, St Martin's-in-the-fields, Tailor. May 21. Draper v Drax, M. R.

White, John, Bath, Somerset, Innkeeper. May 23. Bedford v Gunning, M. R.

Williams, Harriott, Staveley, York, Widow. May 23. Williams v Hartley, V.C. Giffard.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 24, 1868.

Bastick, Saml, Minerva-pl, Kennington-green, Gent. May 16. Pamphilon, Beaufort-bldgs, Strand.

Bradley, John, Selston, Nottingham, Wheelwright. June 21. Cockayne, Nottingham.

Carmichael, John, Banbury, Oxford, Engineer. May 15. Havers, Banbury.

Caulfield, John, Victoria-pl, Blenheim-grove, Peckham, Gent. June 7. Pamphilon, Beaufort-bldgs, Strand.

Chick, Zachariah, Chard, Somerset, Yeoman. June 13. Clarke & Lukin, Chard.

Fluder, Geo, Cricklewood, Solicitor. Aug 1. Moore & Co, Lymington.

Foreigner, Mary, Henfield, Sussex, Widow. May 19. Bedford, Horsham.

French, Bartholomew, Maghull, nr Lpool, Ship Owner. July 1. Yates & Martin, Lpool.

Howorth, Jas, Ince, Lancaster, Yeoman. May 20. Teebay & Lynch, Lpool.

Jenkins, Martha, Bayham-st, Camden-town, Widow. Aug 1. Whitaker, Crowndale-rd, Oakley-sq.

Jones, Hugh, Llangollen, Denbigh, Draper. June 1. Hughes, Corwen.

Knight, Hy, Sussex-rd, Holloway, Builder. June 24. Clare, Fenchurch-st.

Leach, Felix, Brungerley, York, Farmer. June 5. Robinson & Son, Clitheroe Castle.

Lief, Joseph, Queen-st, Soho, Jewel Case Maker. May 18. Sawbridge, Wood-st, Cheapside.

Mayne, Robt Gray, Leeds, Doctor. June 25. Butler & Smith, Leeds.

Mayor, Mary, Lpool, Spinster. July 1. Yates & Martin, Lpool.

Nichols, Louisa, Nottingham, Spinster. June 8. Watson & Wadsworth, Nottingham.

Nicholls, Maria, Manchester-sq, Widow. May 31. Doyle, Verulum-bldgs, Gray's-inn.

Onion, Hy Jas, Edgbaston, nr Birm, Cork Screw Manufacturer. June 24. Dimbleby, Birm.

Salmon, Rebecca, St Albans, Hertford, Spinster. June 30. Annesley, St Albans.

Thornton, Hy Broerse, Theberton-st, Islington, Master in the Merchant Service. June 1. Waltons & Babb, Gt Winchester-st.

Vocux, Des, Sir Hy Wm, Drakelowe Hall, Derby, Baronet. June 1. Richardson & Small, Burton-on-Trent

Whitfield, Griffith, Penmaes, Montgomery, Farmer. May 28. Richards, Llangollen.

Whitgreave, John, Kirkham, Lancaster, Gent. May 22. Moore, Walsall.

Wood, Mary Ann, Hulme, Manch, Widow. May 21. Eltoft & Hampson, Manch.

Young, Sarah Martha, Cosham-villa, Blackheath-pk, Widow. June 15. Taylor, Old Burlington-st.

TUESDAY, April 28, 1868.

Bartlett, Chas Oldfield, Wareham, Dorset, Esq. June 1. Bartlett, Sherborne.

Beesley, Geo, Wappenham, Northampton, Auctioneer. July 23. Cooke, Towcester.

Georgiana, Duchess de la Force, Creteil nr Paris, Widow. June 3. Bonnor, Pall Mall.

Humphries, Jacob, Wootton Bassett, Wilts, Cheese Factor. May 28. Kinneir & Tombs, Wootton Bassett.

Hutt, Geo Edwd, Alma-rd, Friern Bartnet, Gent. June 1. Pritchard & Sons, Gt Knight Rider-st.

Jones, John Oliver, John-st, Bedford-row. June 15. Christopher & Son, Argyle-st.

Kennett, Chas, Crawley, Sussex, Esq. May 18. Baker & Key, Cloak-lane.

King, Alfred, Everton, nr Lpool, Civil Engineer. June 1. Richardson & Co, Lpool.

Milleman, Mary, Clifton, Bristol, Spinster June 24. Jacques, Bristol.

Mitchell, Saml, Manch, Gent. June 1. Hall, Manch.

Parker, Jas, Kiddington, Oxford, Gent. July 1.

Penlington, John, Willenhall, Stafford, Moulder. June 1. Coleman, Birm.

Pottridge, Geo, Reading, Berks, Gent. June 1. Hoffman, Reading.

Rochuck, Sarah, Taylor-hill, York, Widow. June 1. Moseley, Huddersfield.

Slade, Felix, Walcot-pl, Lambeth, Esq. June 1. Flower, Bedford-row.

Surtees, Anne, Mamsforth, Durham, Widow. May 16. Fawcett & Garbutt, Yarm.

Swain, Chas, Wrangle Manor, Lincoln, Farmer. May 20. Rice & Co, Boston.

Swinnerton, Joseph, Stonelcigh, Warwick, Farmer. June 1. Minster & Son, Coventry.

Tate, Wm, Hereford-sq, Old Brompton, Solicitor. June 10. Coward, Guildhall-chmbrs.

Walker, Ebenezer, Carlton-st, Kentish-town, Builder. June 1. Carritt & Son, Basinghall-st.

Wilde, Jas, Macclesfield, Chester. June 20. Higginbotham & Barclay, Macclesfield.

Clerks registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 24, 1868.

Anderson, Chas, & Mary Ann Anderson, Staleybridge, Chester, Bookkeepers. April 8. Asst. Reg April 23.

Andrew, Giles, Saddleworth, York, Cotton Spinner. March 25. Comp. Reg April 22.

Aubyn, Lionel Saint, Lieut. H. M.'s Military Train. April 16. Asst. Reg April 21.

Bardon, Justen Marie, Goodge-st, Tottenham-ct-rd, Wine Merchant. April 17. Comp. Reg April 23.

Bayley, Chas, Chelveston-cum-Caldecot, Northampton, Farmer. March 24. Asst. Reg April 21.

Bingham, Wm Hy, Dame-st, Islington, Estate Agent. April 20. Comp. Reg April 22.

Booth, Fredk Robt, New-cut, Lambeth, Carpenter. April 15. Comp. Reg April 23.

Brierley, Jas Makinson, Milk-st, Cheapside, Warehouseman. April 17. Comp. Reg April 21.

Broadway, Wm, Commercial-pl, Brixton-rd, Upholsterer. April 17. Comp. Reg April 23.

Cain, Cornelius, Stopsley, Bedford, Farm Bailiff. March 14. Comp. Reg April 21.

Carr, Hy Theophilus, Redcliffe-rd, Brompton, Attorney's Clerk. April 15. Comp. Reg April 24.

Carpenter, Alfred Rueben, & Robt Oliver Carpenter, Birm, Factors. March 30. Asst. Reg April. 23.

Copsey, Thos, May-st, Whitechapel, Beer Retailer. April 18. Comp. Reg April 24.

Coulson, Wm, Wakes Colne, Essex, Farmer. April 11. Comp. Reg April 22.

Cox, Fras, Gloucester, Cordwainer. April 7. Asst. Reg April 22.

Dalby, Saml Isaac, Strand, Boot Merchant. April 8. Asst. Reg April 23.

Danks, Joseph, Netherton, Worcester, Huckster. April 9. Asst. Reg April 24.

Darvill, Joseph, Gt Kimble, Buckingham, Hay Dealer. April 20. Comp. Reg April 23.

Davies, John Thos, Landport, Southampton, Grocer. April 6. Asst. Reg April 24.

Davies, Jane, Llangollen, Denbigh, Grocer. March 28. Asst. Reg April 23.

Dawes, Geo, King John-st, Stepney-green, Dealer in Timber. April 21. Comp. Reg April 24.

Doherty, Alex, Manch, Elastic Webb Dealer. April 16. Comp. Reg April 22.

Dutton, Thos Wm, Runcorn, Printer. April 18. Comp. Reg April 22

Eaglesfield, Fredk, Lpool, Hosier. March 31. Asst. Reg April 23.

Emmerson, John, Middlesborough, York, Joiner. April 13. Asst. Reg April 23.

Finck, Thos Hart, Britannia-pl, Fulham-rd, Oilman. March 30. Comp. Reg April 21.

Flasher, Abraham, Salterheble, York, Stonemason. April 7. Comp. Reg April 23.

Flaxman, Wm, Stratford, Essex, Confectioner. April 17. Asst. Reg April 21.

Fowler, Wm, London-rd, Croydon, Corn Merchant. April 20. Comp. Reg April 24.

Glance, Israel, Leeds, Tailor. April 17. Comp. Reg April 22.

Glass, Wm Geo, Wakefield, & John Scammell Gould, Trowbridge, Wilts, out of business. March 30. Asst. Reg April 24.

Hampton, Jas, Rotherhithe-wall, Licensed Victualler. March 31. Comp. Reg April 24.

Handley, Wm, Sunderland, Durham, Grocer. March 26. Comp. Reg April 23.

Harrison, Benj & Thos Redman, Leeds, Cloth Millers. April 23. Comp Reg April 24.

Hayward, John Edwd, Newington Causeway, Fish Dealer. April 17. Comp. Reg April 24.

Hart, Hy, Ramsgate, Kent, Coal Merchant. March 30. Comp. Reg April 22.

Hemmings, Wm, Gloucester, Potato Dealer. April 11. Comp. Reg April 22.

Hemsworth, Rev Addison Brown, Rockland, Norfolk, Clerk. April 9. Asst. Reg April 24.

Herzfeld, Albert Geo, Little Britain, Warehouseman. April 14. Comp. Reg April 20.

Holdstock, Fredk Augustus, Crabtree-shot-rd, Peckham, Grocer. March 30. Comp. Reg April 3.

Holmes, Geo, Kingston-upon-Hull, Builder. April 21. Comp. Reg April 24.

Humphreys, Wm, jun, West Derby, Lancaster, Engineer. April 20. Comp. Reg April 22.

Irwin, Arthur, Lpool, Hosier. April 14. Comp. Reg April 22.

Jones, Wm Thos, Caversham-rd, Kentish-town, Apothecary. April 18. Comp. Reg April 21.

Jones, Thos, Boningate, Salop, Licensed Victualler. April 8. Comp. Reg April 23.

Kain, John, Birm, Tailor. April 9. Comp. Reg April 22.

Kennard, Thos, Brockhurst, Southampton, Baker. March 25. Asst. Reg April 22.

Litten, John, Gt Coram-st, Russell-sq, Merchant. April 18. Comp. Reg April 22.

Marsh, Joseph, Stafford, Draper. April 11. Comp. Reg April 21.

Marshall, Geo, Lime-st, Comm Agent. April 15. Comp. Reg April 22.

Mcliquham, Alex, Haughton, Lancaster, Mechanical Engineer. April 20. Comp. Reg April 23.

Melville, John Reireson, Teddington, Civil Servant. March 26. Asst. Reg April 22.

Metcalfe, Annie, & Mary Metcalfe, Westfield, Huddersfield, Schoolmistresses. March 26. Asst. Reg April 20.

Meyers, Thos, Little Lever, Lancaster, Cotton Spinner. April 3. Asst. Reg April 24.

Oliver, Edwd, Crawford-st, Marylebone, Fishmonger. April 23. Comp. Reg April 24.

Osborn, Thos Fairfax, Gt Malvern, Worcester, Builder. April 6. Comp. Reg April 22.

Owen, Jas, Merthyr Tydfil, Glamorgan, Grocer. March 30. Asst. Reg April 24.

Parkinson, Ralph, Preston, Lancaster, Machine Maker. April 20. Comp. Reg April 24.

Pedler, Jonathan, St Austell, Cornwall, Grocer. March 31. Asst. Reg April 22.

Pedler, Emily, West Cowes, Isle of Wight, Milliner. April 7. Comp. Reg April 24.

Pitcher, Wm, Ross, Hereford, Auctioneer. April 16. Asst. Reg April 23.

Poole, Geo Hancock, Newbury, Berks, Draper. April 4. Comp. Reg April 22.

Pringle, Wm Thos, Alnwick, Northumberland, Ironmonger. March 28. Asst. Reg April 23.

Pursey, Saml Jennings, Warwick-st, Deptford, Carpenter. April 11. Comp. Reg April 23.
Roberts, David, Crewe, Chester, Draper. March 27. Asst. Reg April 24.
Roberts, Joseph, Bagillt, Flint, Draper. March 26. Asst. Reg April 23.
Robinson, Wm, Fulham-rd, Ladies' Outfitter. April 4. Asst. Reg April 23.
Samson, Baron Leopold, Cheapside, Merchant. April 20. Comp. Reg April 24.
Saville, Jas, Winchester, Southampton, Chemist. April 14. Comp. Reg April 23.
Snelling, Clement, Grosvenor-rd, Pimlico, Grocer. April 3. Asst. Reg April 23.
Snow, Wm Jesse, Whitstable, Kent, Builder. March 25. Comp. Reg April 21.
Spoor, John, South Shields, Durham, Grocer. March 30. Comp. Reg April 24.
Strangman, Richd Thos, Commercial-st, Whitechapel, Ale Merchant. April 15. Asst. Reg April 21.
Tatnall, Hy, Birm, Greengrocer. April 17. Comp. Reg April 22.
Thomas, Wm, Dartmouth, Devon, Hotel Keeper. March 31. Comp. Reg April 22.
Town, Richd Thos, Bedford, Confectioner. March 28. Asst. Reg April 22.
Tranter, John, Derby, Timber Merchant. April 13. Asst. Reg April 23.
Tregelles, Arthur Edwin, Barclay Hanbury, & Edwd Bennis, Blackhill, Durham, Ironfounders. April 9. Asst. Reg April 23.
Trew, Wm Chas, Hill-st, Walworth, Grocer. March 30. Comp. Reg April 24.
Urquhart, Arthur, Sunderland, Durham, Grocer. April 7. Asst. Reg April 21.
Watson, Wm John, Archway-rd, Upper Holloway, Builder. April 23 Comp. Reg April 24
Whittle, Wm, Birm, High Bailiff's Assistant. April 9. Comp. Reg April 24.
Wilson, Hy, Bucklersbury, Hitchin, Hertford, Tailor. March 23. Comp. Reg April 20.
Wrathmell, Thos, Bottom-of-Moor, Oldham, Lancaster, Tobacconist. March 27. Asst. Reg April 24.
Wright, John, Leeds, York, Draper. April 22. Comp. Reg April 24.

TUESDAY, April 28, 1868.

Ackerman, Joseph, Bondscombe, Dorset, Yeoman, April 13. Comp. Reg April 25.
Assheton, Richd, Crutched Friars, Wine Cooper. April 22. Comp. Reg April 27.
Atkins, Price Jas, Southsea, Hants, Potato Merchant. April 25. Comp. Reg April 28.
Barlow, Alfred, Stoke-upon-Trent, Stafford, Builder. April 14. Inspectorship. Reg April 25.
Barratt, Joseph, Doncaster, York, Butcher. April 18. Comp. Reg April 24.
Bate, Hy, Deepfields, nr Bilston, Stafford, Fire Brick Manufacturer. April 21. Comp. Reg April 27.
Brewer, Rev Robt Kitton, Boston Spa College, York, Schoolmaster. April 16. Comp. Reg April 25.
Brown, Geo, Preston, Lancaster, Cotton Spinner. April 3. Comp. Reg April 28.
Brown, Wm Alfred, Ely Cottage, Epsom, Assistant Paymaster. April 11. Comp. Reg April 11.
Brook, Saml, Rodney-rd, New Kent-rd, Beer-house Keeper. March 30. Comp. Reg April 25.
Burnett, Wm Robt, Devonshire-pl, New-cross, Commercial Traveller. April 21. Comp. Reg April 27.
Butcher, Stephen, Jamaica-rd, Bermondsey, Comm Agent. April 24. Comp. Reg April 25.
Carr, Richd Towers, Kingston upon-Hull, Joiner. April 2. Asst. Reg April 37.
Case, Jas Jenkins, Redland, Bristol, Builder. March 31. Comp. Reg April 28.
Chester, Wm, Nash, Buckingham, Publican. April 9. Asst. Reg April 25.
Clift, Hy, Mark's-ter, Notting-hill, Lodging-house Keeper. April 23. Comp. Reg April 27.
Cock, Ambrose John, West-st, Upper St Martin's-lane, Coffee-house-keeper. April 6. Comp. Reg April 28.
Cowburn, John, Manch, Flour Dealer. April 16. Comp. Reg April 27.
Crapper, Joseph, Halifax, York, Greengrocer. April 20. Asst. Reg April 27.
Davis, Edwd, & Joseph Gashion, Newington-causeway, Clothiers. April 24. Comp. Reg April 28.
Dismond, Thos, Lupus-st, Pimlico, Fruiterer. April 24. Comp. Reg April 23.
Dixon, Fredk, Leicester, Stock Manufacturer. March 31. Comp. Reg April 27.
Drabble, Jas, Sheffield, Table-knife Manufacturer. April 11. Comp. Reg April 28.
Duke, Thos, Wakefield, York, Wheelwright. April 24. Comp. Reg April 27.
Edgar, Robt, Lisson Grove, Draper. April 24. Comp. Reg April 27.
Edwards, Lenny, Fishergate, Sussex, Plumber. March 25. Comp. Reg April 27.
Emery, Saml Anderson, Ashburnham-grove, Greenwich, Comedian. April 27. Comp. Reg April 28.
Francis, Chas, Birm, out of business. April 8. Comp. Reg April 27.
Freeth, Joseph, Fordingbridge, Hants, out of employment. April 2. Comp. Reg April 27.
Gilbert, Thos, Birm, out of business. April 21. Comp. Reg April 27.
Gilford, Wm, North Luffenham, Rutland, Farmer. Feb 17. Comp. Reg April 27.
Greening, John Thos, Birm, Tailor. April 2. Comp. Reg April 27.
Grieg, Alex MacNeil, West Brompton, Builder. April 20. Comp. Reg April 28.
Hart, John, Upper East Smithfield, Tailor. April 22. Comp. Reg April 27.
Hill, Jas Croucher, & Jas Spicer Kennard, St George's-pl, St George's-in-the-East, Cork Merchants. April 22. Comp. Reg April 24.
Hobbs, Thos, Clifton Reynes, Buckingham, Innkeeper. April 2. Asst. Reg April 22.
Hockey, John, Weston Bamfylde, Somerset, Butcher. March 24. Asst. Reg April 20.
Hodgson, Richd, Crofton Mills, Northumberland, Miller. April 3. Asst. Reg April 25.
Hopper, John, sen, & John Hopper, jun, Gateshead, Durham. March 30. Comp. Reg April 25.
Hosking, Richd, Gt Chart-st, Hoxton, Black Lead Manufacturer. April 18. Comp. Reg April 24.
Huggett, Benj, Billingshurst, Sussex, Grocer. April 14. Comp. Reg April 27.
Huxtable, Thos, Britonferry, Glamorgan, Bootmaker. April 7. Asst. Reg April 25.
James, Wm Hy, High Holborn, Tobacconist. April 2. Comp. Reg April 24.
James, Wm, Carlisle, Commercial Traveller. March 30. Asst. Reg April 25.
Javal, Gustave Leon, Gt St Helens, General Merchant. April 20. Comp. Reg April 27.
Jordan, Jas Joseph, Malden-rd, Kentish-town, Undertaker. April 24. Comp. Reg April 28.
Jukes, Richd, Elsecar, York, Common Brewer. April 2. Asst. Reg April 27.
Lane, Thos, Penge, Surrey, Builder. April 1. Comp. Reg April 24.
Leach, Chas, Pentonville-rd, King's-cross, Beerseller. April 13. Comp. Reg April 24.
Lester, John, Heathfield-st, Notting-hill, Wheelwright. April 28. Comp. Reg April 27.
Magill, Malcolm Jas, & Samuel Stephens, Frome, Somerset, Cloth Manufacturers. April 3. Asst. Reg April 24.
Manley, John, Middlewich, Chester, Innkeeper. April 22. Asst. Reg April 25.
Marks, David, Newcastle-upon-Tyne, Wholesale Jeweller. April 1. Comp. Reg April 27.
McCadden, Thos, Guide Bridge, Lancaster, Plasterer. April 6. Comp. Reg April 24.
McLeod, Jas, Merthyr Tydfil, Glamorgan, Draper. April 11. Asst. Reg April 28.
Mellor, Geo, Macclesfield, Chester, Tailor. April 6. Asst. Reg April 27.
Morgan, John, Gainsborough, Lincoln, Draper. April 1. Comp. Reg April 28.
O'Borne, Harry Argath, Nottingham, Warehouseman. April 24. Comp. Reg April 27.
Oliver, Wm John, Stretford, Lancaster, Dealer in India Rubber. April 24. Comp. Reg April 27.
Owen, Thos, Manchester, Agent. April 21. Comp. Reg April 27.
Packer, Edwd, St George, Gloucester, Fly Proprietor. April 9. Comp. Reg April 25.
Pearson, Jas Heaton, Norris, Lancaster, Provision Dealer. April 24. Comp. Reg April 27.
Petley, Robt Albert, Tottenham, Builder. March 31. Comp. Reg April 28.
Pryall, Jas, Birkenhead, Chester, Tailor. April 22. Comp. Reg April 24.
Raphael, Hy, Leman-st, Whitechapel, Cigar Merchant. April 27. Comp. Reg April 28.
Rawson, Samuel, & Thomas Rawson, Aston-juxta-Birm, Printers. April 1. Comp. Reg April 27.
Riley, John, Neithrop, Oxford, Engineer. March 31. Asst. Reg April 27.
Rogerson, John, & Wm Hy Kershaw, Gt Crosby, nr Lpool, Brewers. April 2. Asst. Reg April 23.
Rough, David, Gt St Helen's, Oil Broker. April 24. Comp. Reg April 24.
Sedgwick, Jas, Derby, Grocer. April 22. Asst. Reg April 27.
Sleap, Fredk John, Finsbury Park-ter, Seven Sisters'-rd, Builder. April 23. Comp. Reg April 27.
Soddy, Francis, Brunswick-st, Gt Dover-st, Draper. April 21. Comp. Reg April 24.
Tatam, Samuel Harpham, Hessle, York, Boot Maker. April 14. Comp. Reg April 28.
Upham, Geo Edwd, Hampstead, Gent. March 23. Comp. Reg April 27.
Usher, Geo, Bath, Boot Maker. April 23. Comp. Reg April 25.
Virgo, Jas, Northwood, Stafford, Grocer. March 30. Asst. Reg April 27.
Walker, John, Sheffield, Scale Manufacturer. March 31. Asst. Reg April 24.
Wavell, Thos Brooke, Burney-st, Greenwich, Commercial Clerk. April 23. Comp. Reg April 27.
Whithnall, Herbert, Trammere, Chester, Assistant Printseller. March 25. Comp. Reg April 22.
Wiggins, Robt, & Wm Wiggins, Cork-st, Camberwell, Kamptulicon Manufacturers. March 28. Comp. Reg April 24.
Wigglesworth, Geo, Bolton, Lancaster, Grocer. April 25. Comp. Reg April 27.
Williams, Hugh, Albert-st, Newington, Printer. March 28. Comp. Reg April 25.
Wilkins, Danl Spencer, Nelson-sq, Blackfriars-rd, Comm Agent. April 17. Comp. Reg April 28.
Wordall, Geo, Poland-st, Oxford-st, Engraver. April 3. Asst. Reg April 25.
Wright, John, Upper-st, Islington, Hair Dresser. April 14. Comp. Reg April 24.
Yeend, Joseph Harper, Gloucester, Ship Chandler. March 30. Inspectorship. Reg April 27.

Bankrupts.

FRIDAY, April 24, 1868.

To Surrender in London.

Aspinall, Wm, Rutland-st, Commercial-rd, Clerk to a Brewer. Pet April 16. Pepys. May 8 at 11. Dobie, Basinghall-st.
Beesley, Hy, Albert-rd, South Norwood, Toy Salesman. Pet April 22. Pepys. May 8 at 1. Neale, Kennington-pk-rd.

Blake, Chas, St Donatt's-rd, New Cross, out of business. Pet April 22. May 27 at 1. Breden, London-wall.
Bodds, Geo Wm, Prisoner for Debt, London. Adj April 17. Roche. May 27 at 11.
Cogswell, Edwd Hy, Prisoner for Debt, Springfield. Adj April 18. Roche. May 27 at 12.
Cohen, Jacob, Dockhead, Bermondsey, Tobacconist. Pet April 20. Roche. May 6 at 11. Poole, Bartholomew-close.
Dorey, Wm Nathaniel, Gravel-lane, Southwark, Saddler. Pet April 20. Pepys. May 8 at 11. Edwards, Bush-lane, Cannon-st.
Fisher, Giles, Prisoner for Debt, London. Adj April 17. Roche. May 27 at 11.
Haddon, Wm Chas, Prisoner for Debt, London. Pet April 15 (for pau). Roche. May 6 at 11. Sykes, Moorgate-st.
Howard, Joseph, Aylesbury, Buckingham, Coal Merchant. Pet April 20. Pepys. May 8 at 11. Clarke, Aylesbury.
Howlett, Foyster, Clare, Suffolk, Corn Dealer. Pet April 22. Pepys. May 8 at 1. Cardinall, Halstead.
Koenig, Chas, President-st West, King-sq, Goldsmith. Pet April 17. May 27 at 11. Evans, John-st, Bedford-row.
Kohler, Chas, Coleshill-st, Eaton-sq, Pimlico, Gent. Pet April 20. May 6 at 2. Davis & Barnard, Gresham-buildings.
Linton, Hy, Stein-ter, Holloway, Stationer. Pet April 18. May 27 at 11. Payne, Bedford-row.
Mason, Michael, Prisoner for Debt, Chesterton. Adj April 16. Roche. May 27 at 11.
Minter, Wm, Ipswich, Suffolk, Innkeeper. Pet April 21. Roche. May 6 at 12. Cavell, Waterloo-pl, Pall Mall.
Myland, Walter Mortimer, Rodney-rd, Walworth, Waste Paper Dealer. Pet April 22. Roche. May 6 at 1. Hicks, Orchard-st, Portman-sq.
Pearse, Isabella Anne, Prisoner for Debt, London. Pet April 22. (for pau). Roche. May 27 at 12. Goatly, Bow-st, Covent-garden.
Phillips, Richd, St Mary's Cray, Kent, Journeyman Butcher. Pet April 20. Roche. May 6 at 11. Hicks, Orchard-st, Portman-sq.
Plater, Alfred Thos, Vernon-ter, Portobello-rd, Coffee-house Keeper. Pet April 20. Pepys. May 8 at 11. Hicks, Orchard-st, Portman-sq.
Purser, Geo, Leighton Buzzard, Bedford, Plumber. Pet April 16. Pepys. May 5 at 2. Harrison, Basinghall-st.
Putley, Jas Osborne, Old Kent rd, no occupation. Pet April 17. May 27 at 11. Spicer, Staple-inn, Holborn.
Quinlan, Thos, Dorrington-st, Leather-lane, Coal Dealer. Pet April 20. May 27 at 12. Padmore, Westminster-bridge-rd.
Read, David, Essex-st, Islington, Attorney-at-Law. Pet April 21. Roche. May 6 at 12. Yetts, Temple chambers, Fleet-st.
Schroder, Ludolf Balthazar, Commercial Sale Rooms, Merchant. Pet April 15. May 6 at 11. Miller, Fenchurch-st.
Scott, John Walter, Newby-pl, Poplar, out of business. Pet April 21. May 6 at 2. Denny, Coleman-st.
Spicer, Thos, Ashmore, Dorset, Farmer. Pet April 22. Roche. May 6 at 1. Marsden, Friday-st, Cheapside.
Taylor, Jas Elijah, Wennington-rd, Grove-rd, Victoria-pk, out of business. Pet April 22. Roche. May 6 at 12. Nash & Co, Suffolk-lane, Cannon-st.
Towers, Edwd, Union-sq, Newington, Actor. Pet April 22. Roche. May 6 at 12. Chipperfield, Trinity-st, Southwark.
Treherne, Wm, Poole-rd, Well-st, Hackney. Pet April 22. Pepys. May 8 at 12. Lambert, Lower Thames-st.
Truefitt, Peter Lyle, Clarence-st, Jeffreys-rd, Clapham, out of business. Pet April 21. Roche. May 6 at 12. Treherne & Wolferstan, Aldermanbury.
Vere, Hy, Kensington-pk, Notting-hill, Builder. Pet April 22. Pepys. May 8 at 12. Ellerton & Co, Kensington-gardens-sq.
White, Thos, Hampstead-rd, Coal Merchant. Pet April 21. Pepys. May 8 at 12. Wild & Barber, Ironmonger-lane.

To Surrender in the Country.

Adcock, Edwd, Syston, Leicester, Butcher. Pet April 20. Tudor. Birm, May 5 at 11. Petty, Leicester.
Ayre, Geo Jas, Clifton, Bristol, Cooper. Pet April 16. Wilde. Bristol, May 6 at 11. Clifton, Bristol.
Bailey, Ephraim, Prisoner for Debt, Lincoln, Pet April 21. Tudor. Birm, May 5 at 11. Brackenbury, Alford.
Bird, Joseph, Prisoner for Debt, Bristol. Adj April 22 (for pau). Harley. Bristol, May 8 at 12.
Blench, Ralph Geo, Bishopton, Durham, out of business. Pet April 22. Crosby. Stockton-on-Tees, May 6 at 12. Steavenson, Darlington.
Bolton, Hy, Leeds, Attorney's Clerk. Pet April 16. Marshall, Leeds, May 7 at 12. Harle, Leeds.
Brown, Robt, Prisoner for Debt, Bristol. Pet April 16. Harley. Bristol, May 8 at 12. Benson & Eiletson.
Butler, Thos, Rowley-hill, Stafford, out of business. Pet April 18. Walker. Dudley, May 7 at 12. Stokes, Dudley.
Butler, Joseph, Prisoner for Debt, Monmouth. Adj April 15. Wilde. Bristol, May 6 at 11.
Capper, Ralph, Talk-o'-the-Hill, Stafford, Shoemaker. Pet April 9. Slaney. Newcastle-under-Lyme, May 7 at 11. Salt, Tunstall.
Carnall, Herbert, Dresden, Stafford, Potter. Pet April 21. Keary. Stoke-upon-Trent, May 9 at 11. Tennant, Hanley.
Cartwright, Richd, Nottingham, Warehouseman. Pet April 22. Patchitt. Nottingham, June 17 at 10.30. Brown, Nottingham.
Cates, Geo Arthur, Prisoner for Debt, Bristol. Adj April 16. Harley. Bristol, May 8 at 12. Benson & Eiletson.
Cave, John, jun, West Coker, Somerset, Bootmaker. Pet April 17. Batten. Yeovil, May 6 at 12. Watts, Yeovil.
Chamney, Thos Elliott, Bevois-valley, Southampton, Bootmaker. Pet April 21. Thorndike. Southampton, May 4 at 12. Mackey, Southampton.
Chetwin, Edwd, Sneinton, Nottingham, Lace Maker. Pet April 20. Patchitt. Nottingham, June 17 at 10.30. Belk, Nottingham.
Clive, Joseph, Birm, out of business. Adj April 18. Guest. Birm, May 15 at 10.
Cooke, Fredk Wm, Leeds, Confectioner. Pet April 20. Marshall. Leeds, May 7 at 12. Ferns, Leeds.
Cooke, Jas, jun, Selly Oak, Worcester, Farmer. Pet April 15. Tudor. Birm, May 8 at 12. Baxter, Atherstone.
Cookey, Seth Turnell, Gt Cheverell, Wilts, Potato Dealer. Pet April 21. Wilde. Bristol, May 6 at 11. Bartrum, Bath.
Davies, Thos Lewis, Burnham, Somerset, Wine Merchant. Pet April 16. Wilde. Bristol, May 6 at 11. Hobbs & Co, Wells.
Dickinson, John, West Leigh, Lancaster, Shopkeeper. Pet April 22. Holden. Leigh, May 6 at 1. Ramwell, Bolton.
Dowse, Thos, Lpool, Ale Merchant. Pet April 21. Lpool, May 5 at 12. Bellringer, Lpool.
Dunstan, Ely, Sneinton, Nottingham, Warehouse Porter. Pet April 16. Patchitt. Nottingham, June 17 at 10.30. Belk, Nottingham.
Ebbrill, Banks, Gt Staughton, Huntingdon, Plumber. Pet April 18. Day. St Neot's, May 7 at 2. Marshall, Lincoln's-inn-fields.
Ellyard, Marmaduke, Kingston-upon-Hull, Butcher. Pet April 22. Phillips. Kingston-upon-Hull, May 6 at 12. Vollans, Hull.
Everitt, Isaac, Sale, Chester, Journeyman Joiner. Pet April 21. Southern. Altrincham, May 9 at 11. Milne, Manch.
Fraser, Alex, Carmarthen, Draper. Pet April 11. Wilde. Bristol, May 6 at 11. Press & Co, Bristol.
Froud, Geo, Strood, Kent, Screw Tug Owner. Pet April 21. Acworth. Rochester, May 8 at 2. Sharland, Gravesend.
Fullagar, Hy, Gt Chart, Kent, Farm Bailiff. Pet April 6. Dangerfield. Ashford, May 8 at 11. Goodwin, Maidstone.
Fuller, Hy Percey, Maldon, Essex, Veterinary Surgeon. Pet April 20. Codd. Maldon, May 7 at 10. Gooday, Maldon.
Gale, John, Broad Town, Wilts, Tailor. Pet April 20. Townsend. Swindon, May 5 at 11. Lovett & Son, Cricklade.
Griffiths, Jas, Carmarthen, Maltster. Pet April 8. Wilde. Bristol, May 6 at 11. Abbot & Leonard, Bristol.
Hale, Richd, Westbromwich, Stafford, Labourer. Pet April 21. Hill. Birm, May 6 at 12. Watson & Topham, Westbromwich.
Harris, John, Birm, out of business. Adj April 18. Guest. Birm, May 15 at 10.
Hewitt, John, Brownhills, Stafford, Miner. Pet April 17. Birch. Lichfield, May 1 at 10. Crabb, Rugeley.
Horn, Thos, Preston, York, Grocer. Pet April 21. Robinson. Leyburn, May 9 at 11. Teale, Leyburn.
Jennings, Benj, Leeds, Licensed Hawker. Pet April 8. Marshall. Leeds, May 7 at 12. Carr, Leeds.
Jenkins, John, Cwmyscoy, Monmouth, Haulier. Adj April 15. Edwards. Pontypool, May 11 at 11.
Jones, Wm, Guide-bridge, Lancaster, Machinist. Pet April 21. Macrae. Manch, May 8 at 12. Storer, Manch.
Joyner, Wm, Newport, Monmouth, out of business. Pet April 18. Roberts. Newport, May 5 at 12. Bradgate, Newport.
Kirwin, Jas, Manch, Foreman. Pet April 22. Kay. Manch, May 5 at 9.30. Jones, Manch.
Lander, Wm Albert, West Teignmouth, Devon, Licensed Victualler. Pet April 20. Exeter, May 5 at 11. Friend, Exeter.
Lomas, Robt, Cheetham, Manch, Beerseller. Pet April 20. Macrae. Manch, May 5 at 11. Jones, Manch.
Mulhall, Patrick, Barnstaple, Devon, Engine Fitter. Pet April 14. Bencraft. Barnstaple, May 1 at 12. Finch, Barnstaple.
Newnam, Thos, Lye, Worcester, Mechanic. Pet April 21. Tudor. Birm, May 8 at 12. James & Griffin, Birm.
Nicholson, Jas, Worcester, Hatter. Pet April 21. Tudor. Birm, May 8 at 12. James & Griffin, Birm.
Onley, Reuben Wetherington, West Stanley, Durham, Grocer. Pet April 18. Booth. Shotley Bridge, May 11 at 1. Salkeld, Durham.
Parker, Alfred Saml, Leeds, Tea Dealer. Pet April 23. Leeds, May 11 at 11. Booth & Clough, Leeds.
Perism, Wm Hy, Birm, Bolt Maker. Pet April 21. Guest. Birm, May 15 at 10. East, Birm.
Poland, John, Shaldon, Devon, Coal Merchant. Pet April 17. Exeter, May 5 at 11. Friend, Exeter.
Retallack, John, Wendron, Cornwall, Cattle Dealer. Pet April 18 Hill. Helston, May 2 at 10. Plomer.
Richards, David, Aberystwith, Cardigan, Boots. Pet March 20. Jenkins. Aberystwith, May 12 at 9. Atwood.
Richards, Wm, Tylcha Isha Colliery, Glamorgan, Colliery Contractor. Pet April 20. Spickett. Pontypridd, May 5 at 12. Thomas, Pontypridd.
Robinson, John, Woodhouse, nr Leeds, Builders. Pet April 16. Marshall. Leeds, May 7 at 12. Harle, Leeds.
Rosenberg, Abraham, Stonehouse, Devon, Pawnbroker. Pet April 21. Exeter, May 6 at 12.30. Edmonds & Sons, Plymouth.
Rowe, James, Birm, Farrier. Pet April 21. Hill. Birm, May 6 at 12. Maher, Birm.
Scott, Wm, Sheffield, Eating-house Keeper. Pet April 22. Wake. Sheffield, May 6 at 1. Micklethwaite, Sheffield.
Scott, Edwin Augustine, Gateshead, Durham, Artist. Pet April 21. Ingledow. Gateshead, May 5 at 12. Bousfield, Newcastle-upon-Tyne.
Senior, John, Wombwell, York, Joiner. Pet April 15. Shepherd, Barnsley, May 7 at 11. Nettleton, Wakefield.
Slader, Eleazar, Melcombe Regis, Dorset, Beer Retailer. Pet April 15. Andrews. Weymouth, May 4 at 10. Lock, Dorchester.
Startin, Jas, Leicester, Biscuit Baker. Pet April 20. Ingram. Leicester, May 9 at 10. Watts, Leicester.
Stephens, Jas, Tavistock, Devon, Saddler. Pet April 20. Bridgman. Tavistock, May 4 at 10. Cudlipp, Tavistock.
Tate, Thos, Flaxby, York, Manure Agent. Pet April 21. Gill. Knaresbrough, May 6 at 10. Capes, Knaresbrough.
Thomas, John, Aberystwith, Cardigan, Farmer. Pet March 20. Jenkins. Aberystwith, May 12 at 9. Atwood.
Tomlinson, Saml, East Shilton, Leicester, Licensed Victualler. Pet April 20. Hill. Birm, May 6 at 12. Owston, Leicester.
Unsworth, Jas, Prisoner for Debt, Manch. Pet April 18. Kay. Manch, May 5 at 9.30. Ambler, Manch.
Wetherman, Geo, Bristol, Ale Merchant. Pet April 20. Wilde. Bristol, May 6 at 11. Henderson, Bristol.
Whittle, John, Peterborough, Northampton, Builder. Pet April 18. Gaches. Peterborough, May 9 at 11. Rutland, Peterborough.
Whitworth, Saml, Prisoner for Debt, Manch, Adj Feb 18. Macrae. Manch, May 5 at 11.
Willan, Thos, Prisoner for Debt, Manch. Adj April 17. Kay. Manch, May 5 at 9.30. Gardner, Manch.
Wilde, Chas, Middlesborough, York, Innkeeper. Pet April 20. Crosby. Stockton-upon-Tees, May 4 at 11.30. Dobson, Middlesborough.
Woodward, Joshua, Kingston-upon-Hull, Grocer. Pet April 21. Phillips. Kingston-upon-Hull, May 6 at 11. Summers, Hull.

TUESDAY, April 28, 1866.

To Surrender in London.

Behm, Edwd, Prisoner for Debt, London. Adj April 21. Roche. June 3 at 11.
Bonnor, Alfred Pincott, Duke-st, Manchester-sq, Hosier. Pet April 22. May 21 at 12. King, Queen-st, Cheapside.
Bumstead, Wm Wase, Minories, Baker. Pet April 24. Murray. May 9 at 11. Ellis & Crossfield, Mark-lane.
Busby, Jas, Phillipp st, Kingsland-rd, Baker. Pet April 24. June 1 at 11. Webb, Euston-rd.
Callow, Thos, Beaumont-row, Mile-end-rd, Traveller. Pet April 23. Roche. May 27 at 1. Buchanan, Basinghall-st.
Carey, Wm, Prisoner for Debt, London. Adj April 17. Pepys. May 8 at 11.
Castledine Stephen, High-st, Wapping, out of business. Pet April 23. May 27 at 1. Shearman, Little Tower-st.
Churcher, Thos, Prisoner for Debt, Maidstone. Adj April 20. Roche. May 27 at 12.
Clarke, Fredk Jas, Chip-st, Clapham, Baker. Pet April 22. May 27 at 2. Dobie, Basinghall-st.
Collinson, Geo Young, Norwich, Gent. Pet April 22. Murray. May 9 at 11. Brighton, Bishopgate-st, Without.
Cox, Wm John, Olney-st, Walworth, Comm Agent. Pet April 24. Murray. May 9 at 11. Ody, Trinity-st, Southwark.
Dobedoe, Wm, Richd, High-st, Shoreditch, Ironmonger. Adj April 21. Roche. June 3 at 11.
Dowland, Wm Hy, Ramsgate, Kent, Saw Mill Proprietor. Adj April 20. June 1 at 12.
Dunbar, John, Poland-st Oxford-st, Publican. April 21. Roche. June 3 at 11.
Froud, Benj, Prisoner for Debt, London. Adj April 17. Pepys. May 8 at 2.
Goldsmith, John, Prisoner for Debt, London. Adj April 18. Pepys. May 8 at 2.
Green, Wm, Hayes, Middlesex, Road Contractor. Pet April 24. Murray. May 9 at 12. Goatly, Bow-st, Covent-garden.
Hadingham, Thos, Prisoner for Debt, London. Pet April 24 (for pau). Murray. May 9 at 12. Hicks, Orchard-st. Portman-sq.
Harrison, Geo Woods Willsher Rogers, Church-rd, Islington, Attorney. Pet April 25. June 1 at 12. White, Russell-sq.
Hayes, Chas, Sherwood-crescent, Kensal-rd, Paddington, Builder's Clerk. Pet April 23. Murray. May 25 at 11. Chandler, Bucklersbury.
Hendy, Chas, Southampton, Bird Stuffer. Pet April 24. Murray. May 9 at 11. Stocken & Jupp, Leadenhall-st.
Hunt, Eliz, Prisoner for Debt, London. Adj April 21. Roche. June 3 at 11.
Janson, Fredc, Prisoner for Dobt, London. Adj April 21. Roche. June 3 at 11.
Jenkinson, Wm, Allen-rd, Sonth Hornsey, Clerk. Pet April 24. Pepys. May 8 at 1. Bassett, Gt James-st, Bedford-row.
Macalpin, Adolphus Fredc, Prisoner for Debt, London. Pet April 21. Roche, June 3 at 12.
Mendham, Alfred, Clarence-rd, Sydenham-rd, Croydon, Bookkeeper. Pet April 23. May 27 at 2. Haicourt & Co, King's Arms-yard.
Metherell, John, Prisoner for Debt, London. Adj April 21. Roche. June 3 at 12.
Mitchell, Richd, Prisoner for Debt, London. Adj April 17. June 1 at 11.
Mitchell, Jas, Prisoner for Debt, Loudon. Adj April 20. Roche. May 28 at 12.
Newman, Thos Wms, Cambridge, Wine Merchant. Pet April 24. Pepys. May 8 at 2. Reynolds, Lincoln's-inn-fields.
Nunn, Wm, Prisoner for Debt, London. Adj April 17. June 1 at 11.
Petty, Jas, Prisoner for Debt, London. Pet April 24 (for pau). Murray. May 9 at 12. Popham, Basinghall st.
Robinson, Daniel, Gt Queen-st, Long Acre, Brush Manufacturer. Pet April 23. May 27 at 2. Greaves, Essex-st, Strand.
Rumball, Maria, Upper Bloomfield-st, Westbourne-ter, Lodging-house Keeper. Adj April 21. Roche. June 3 at 12.
Schaap, Liepman, Gt Prescott-st, Goodman's-fields, General Dealer. Pet April 21. Pepys. May 8 at 12. Thomson & Son, Cornhill.
Seymour, Geo, Prisoner for Debt, London. Adj April 21. Pepys. May 8 at 2.
Skrimshire, Edm Brown, Kingsland-rd, Linen Draper. Pet April 22. May 27 at 1. Palmer, Coleman-st.
Smith, Hy, Wm, Prisoner for Debt, Springfield. Adj April 22. Pepys. May 8 at 2.
Spencer, Thos John, Englefield-rd, Essex-rd, Islington, Jeweller. Pet April 23. Pepys. May 8 at 1. Hicks, Orchard-st, Portman-sq.
Soanes, Arnold Aaron Jas, Oxford, Ball Maker. Pet April 25. Pepys. May 8 at 1. Doyle & Edwards, Vernlam-buildings, Gray's-inn.
Steddy, Eliz, Howard-rd, Stoke Newington, Builder. Pet April 27. Murray. May 9 at 12. Randall & Angier, Gray's-inn.
Sweeney, Jas, Queen's-rd East, Chelsea, Bootmaker. Adj April 21. Roche. June 3 at 12.
Tripp, Eliz, King-st, Deptford, Dealer in Children's Clothes. Adj April 20. June 1 at 11.
Tucker, Wm Owen John, Burton-cresent, Solicitor. Pet April 25. Murray. May 27 at 1. Chidley, Old Jewry.
Vingoe, Hy Herbert, Prisoner for Debt, London. Pet April 24 (for pau). Pepys. May 8 at 2. Geaussent, New Broad-st.
Walpole, Horace Jones, Albert-sq, Forest-lane, Clerk. Pet April 21. May 27 at 12. Plimsaul, South sq, Gray's-inn.
Warden, Arthur Richd Lodwick, Circus-st, Greenwich, no business. Pet April 22. May 27 at 12. Lewis & Lewis, Ely-pl.
Winch, Geo Robt, Trafalgar-rd, Brompton, Pork Butcher. Adj April 21. Roche. June 3 at 12.
Wolton, Wm Thos, jun, Bradfield, St Clair, Suffolk, out of business. Pet April 23. May 7 at 2. Lawrance & Co, Old Jewry Chambers.

To Surrender in the Country.

Andrew, Robt Foster, Prisoner for Debt, York. Adj April 18. Leeds, May 11 at 11.
Atkins, Eliz, Kingston upon-Hull, Keeper of Coffee-house. Pet April 22. Leeds, May 13 at 12. England & Co, Hull.
Bamford, Chas, Birm, Manager to a Tobacconist. Pet April 22. Guest. Birm, May 15 at 10. East, Birm.
Batty, Jas, & Stephen Wake, Middlesborough, York, Builders. Pet April 17. Leeds, May 11 at 11. Bainbridge, Middlesbrough.
Beanland, Wm, Hulme, nr Manch, Bookkeeper. Pet April 23. Hulton. Salford, May 9 at 9.30. Gardner, Manch.
Bennetts, Hy, Ragennis, Cornwall, Carrier. Pet April 21. Borlase. Penzance, May 7 at 12. Boyns, Penzance.
Blatchford, John Robt, Plymouth, Fruiterer. Pet April 22. Pearce. East Stonehouse, May 13 at 11. Gidley, Plymouth.
Cadman, Morris, Ettinshall, Stafford, Chartermaster. Pet April 16. Brown. Wolverhampton, May 4 at 12. Ward, Wolverhampton.
Carter, Geo, Monk's Coppenhall, Chester, Mechanic. Pet April 23. Brougham. Nantwich, May 14 at 11. Cook, Crewe.
Chilvers, John, Newcastle-upon Tyne, Bootmaker. Pet April 23. Gibson. Newcastle-upon-Tyne, May 11 at 12. Harle & Co, Newcastle-upon-Tyne.
Collins, Edwd, Leeds, Innkeeper. Pet April 17. Leeds, May 11 at 11. Daniel, Leeds.
Crabtree, Joseph, Eccleshill, nr Leeds, Flannel Manufacturer. Pet April 25. Leeds, May 11 at 11. Simpson, Leeds.
Cue, Jas, Newent, Gloucester, Grocer. Pet March 7. Cooke. Newent. May 6 at 11. Hankins, Newent.
Date, Richd Stoate, Watchet, Somerset, Comm Agent. Pet April 18. Exeter, May 8 at 1. Flond, Exeter.
Day, Eliz, Ilfracombe, Devon, Grocer. Pet April 23. Bancraft. Barnstaple, May 12 at 12. Thorne, Barnstaple.
Dean, Wm, South Stockton, York, Pattern Maker. Pet April 25. Crosby. Stockton-on-Tees, May 13 at 11. Fisher, Middlesbrough.
Drury, Edwd, Birm, Corn Dealer. Pet April 25. Hill. Birm, May 13 at 12. Prescot, Stourbridge.
Edwards, John, Nock Town, Surrey, out of business. Pet April 1. Hollest. Farnham, May 12 at 12. White, Guildford.
Gore, Joseph, jun, Herne Bay, Kent, Contractor. Pet April 20. Calaway. Canterbury, May 12 at 12. Minter, Folkestone.
Gradwell, Garside, Manch, Cutler. Pet April 23. Macrae. Manch, May 8 at 11. Boote & Rylance, Manch.
Hardstaff, John Hy, Sparkbrook, Warwick. Pet April 24. Guest. Birm, May 15 at 10. Fallows, Birm.
Hargreaves, Jane, Gt Harwood, Lancaster, Widow. Pet April 23. Bolton. Blackburn, May 14 at 11. Backhouse, Blackburn.
Harrison, Jas, Sheffield, Confectioner. Pet April 24. Leeds, May 20 at 12. Chambers, Sheffield.
Harrison, Spencer, Prisoner for Debt, Kingston-upon-Hull. Adj March 11. Phillips. Kingston-upon-Hull, May 9 at 11. Summers, Hull.
Henderson, David, Everton, Lpool, Clerk. Pet April 22. Hime. Lpool May 11 at 3. Godfrey, Lpool.
Hill, John, Wolverhampton, Stafford, Bootmaker. Pet April 21, Brown. Wolverhampton, May 7 at 12. Dallow, Wolverhampton.
Housley, John, Prisoner for Debt, Manch. Adj Dec 19. Kay. Manch, May 19 at 9.30. Fox, Manch.
Illingworth, Robt M—, & Fredk Atkinson, Leeds, Grocers. Pet April 17. Leeds, May 11 at 11. Cariss & Tempest, Leeds.
Lamb, Chas Fredk, Prisoner for Debt, Reading. Adj April 18. Darvill. Windsor, May 2 at 11.
Layng, Francis Wm, Swansea, Glamorgan, out of business. Pet April 24. Wilde, Bristol. May 8 at 11. Henderson, Bristol.
Ludlow, Wm, Prisoner for Debt, Manch. Adj April 17. Kay. Manch, May 19 at 9.30. Ambler, Manch.
Macklin, Chas, Redcar, York, Hotel-keeper. Adj April 18. Leeds, May 11 at 11.
Mason, Wm, Manningsheath, Sussex, Builder. Pet April 23. Medwin. Horsham, May 4 at 11. Lamb, Brighton.
Mathews, John Hayman, Newton Abbot, Devon, Carpenter. Pet April 24. Pidsley. Newton Abbot, May 11 at 11. Hooper & Michelmore, Newton Abbot.
Moir, John, jun, Witton-park, Durham, Journeyman Butcher. Pet April 24. Trotter. Bishop Auckland, May 9 at 11. Brignall, jun, Durham.
Morgan, Owen, Ystrad, Glamorgan, Draper. Pet April 7. Wilde. Bristol, May 8 at 11. Shipman, Manch.
Moore, Agustine Francis Rowland, Kettering, Northampton, Printer. Pet April 22. Nettleship. Kettering, May 8 at 12. Rawlins, Market Harborough.
Oliver, John, Church Merrington, Durham, Boot Maker. Pet April 22. Trotter. Bishop Auckland, May 9 at 11. Salkeld, Durham.
Paddon, Chas, Cannington, Somerset, Mason. Pet April 22. Lovibond. Bridgwater, May 13 at 10. Reed & Cook, Bridgwater.
Parker, Geo, Dover, Dealer in Pigs. Pet April 22. Greenhow. Dover, May 12 at 12. Fox, Dover.
Price, Fredk, Birm, out of business. Pet April 25. Guest. Birm, May 15 at 10. Brown, Birm.
Ralls, Thos, Cardiff, Glamorgan, Builder. Pet April 23. Wilde. Bristol, May 8 at 11. Reed & Cook, Bridgwater.
Reilly, Alfred, Prisoner for Debt, Norwich. Adj. Chamberlain. Gt Yarmouth, May 12 at 12.
Roberts, Wm, Lpool, Book-keeper. Pet April 24. Hime. Lpool, May 13 at 3. Barker, Lpool.
Roper, Ambrose, Bilston, Stafford, Licensed Victualler. Pet April 21. Brown. Wolverhampton, May 4 at 12. Thurstans, Wolverhampton.
Sander, Anthony, Belsay, Northumberland, Blacksmith. Pet April 25. Clayton. Newcastle, May 14 at 10. Forster, Newcastle-upon-Tyne.
Savage, John, Birm, Journeyman Fork Manufacturer. Adj April 18. Guest. Birm, May 15 at 10.
Shaw, John, Leeds, General Dealer. Adj April 18. Leeds. May 11 at 11.
Shepherdson, Richd Porter, Doncaster, York, Watchmaker. Pet April 27. Leeds April 20 at 12. Unwin, Sheffield.
Stantan Josiah, Portscatha, Cornwall, Builder. April 22. Chilcott Truro, May 11 at 4. Carlyon & Paull, Truro.
Stothard, John Hardy, Prisoner for Debt, Morpeth. Adj April 17. Ingledew. North Shields, May 12 at 10.
Torkington, Robt, Stockport, Chester, Hosier. Pet April 22. Coppock. Stockport, May 8 at 12. Johnston, Stockport.
Williams, Wm, Newtown, Montgomery, China Dealer. Adj April 9. Woosman. Newtown, June 3 at 10. Jones, Mewtown.

BANKRUPTCIES ANNULLED.

TUESDAY, April 28, 1863.

Breton, John, Harding st, Commercial-rd East, Baker. April 24.
Kenyon, John, Manch, Butcher. April 22.